

From: michael.bootier@bipc.com
Sent: Wednesday, April 10, 2013 4:12 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: 19102-2555
Email Address: michael.bootier@bipc.com
Phone: 215-665-3833
Required copies of the records: Yes

List of specific record(s):

The lease extension between the Port Authority of New York and New Jersey and United Airlines related to Newark Liberty International Airport. This request is for the extension that was signed in or about April, 2013 as reported by numerous news outlets.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

April 26, 2013

Mr. Michael Bootier
Buchanan Ingersoll & Rooney
50 16th Street, Suite 3200
Philadelphia, PA 19102-2555

Re: Freedom of Information Reference No. 13908

Dear Mr. Bootier:

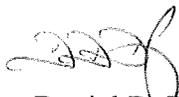
This is a response to your April 10, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of the lease extension that was signed in or about April 2013 between the Port Authority and United Airlines related to Newark Liberty International 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/13908-LPA.pdf>. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to exemption (2.a.) 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*

**CONTINENTAL
CONTRACT
C.181805-28**

THIS SUPPLEMENT 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. ANA-170
Supplement No. 28
Newark International Liberty Airport

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT this "Agreement" or this Supplemental Agreement", made as of the 31st day of December 2012, by and between the **PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter referred to as the "Port Authority"), and **CONTINENTAL AIRLINES, INC.** (hereinafter called the "Lessee"),

WITNESSETH, That:

WHEREAS, the Port Authority and People Express Airlines, Inc (hereinafter called "People Express") as of January 11, 1985 entered into an agreement of lease identified by the above Port Authority Lease Number (which agreement of lease as heretofore supplemented and amended is hereinafter called the "Lease"), covering the letting by the Port Authority to the Lessee of certain premises, rights and privileges at and in respect to Newark Liberty International Airport (hereinafter called the "Airport") as therein set forth (said Premises hereinafter referred to as the "Premises"); and

WHEREAS, the Lease was thereafter assigned by said People Express to the Lessee pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Lessee and People Express and dated August 15, 1987; and

WHEREAS, a Stipulation between the parties hereto was submitted for approval of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") covering the Lessee's assumption of the Lease as part of the confirmation of its reorganization plan in its Chapter 11 bankruptcy proceedings and as debtor and debtor in possession pursuant to the applicable provisions of the United States Bankruptcy Code as set forth in and subject to the terms and conditions of said Stipulation (said Stipulation being hereinafter referred to as the "Stipulation"); and

WHEREAS, the Stipulation and the Lessee's assumption of the Lease was approved by the Bankruptcy Court by an Order thereof dated the 1st day of October, 1993; and

WHEREAS, the parties desire to extend the term of the letting under the Lease and to amend the Lease in certain other respects as hereinafter set forth;

NOW THEREFORE, the Port Authority and the Lessee hereby agree as follows:

1. Effective from and after the date hereof, the term of the letting under the Lease as to the portions of the Premises let to the Lessee under the Lease (excluding the Area C-3 Portion of the Premises), known in the Lease as "C-1" and "C-2 portions" shall be extended for the period commencing on April 1, 2013 and ending on March 31, 2033.

2. (a) The constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) appearing in Paragraph (b) of Section 5 of the Lease, as previously amended, is hereby further amended as follows:

(i) For the period from and after April 1, 2013 and continuing through December 31, 2013, the Lessee shall continue to pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 Rental) as set forth in subparagraph (4) of paragraph (b) of Section 5 of the Lease as further amended by paragraph 4(a) of Supplement No. 21 to the Lease.

(ii) For the period from and after January 1, 2014 and continuing through March 31, 2015, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of _____ (Ex. 2.a.) _____) per annum, payable in equal monthly installments of _____ payable on January 1, 2014 and on the first day of each month thereafter occurring during such period.

(iii) For the period from and after April 1, 2015 and continuing through March 31, 2016, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of _____ (Ex. 2.a.) _____ per annum, payable in equal monthly installments of _____) payable on April 1, 2015 and on the first day of each month thereafter occurring during such period.

(iv) For the period from and after April 1, 2016 and continuing through March 31, 2017, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of _____ (Ex. 2.a.) _____ per annum, payable in equal monthly installments of _____ payable on April 1, 2016 and on the first day of each month thereafter occurring during such period.

(v) For the period from and after April 1, 2017 and continuing through March 31, 2018, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of _____

per annum, payable in equal monthly installments of (Ex. 2.a.)
payable on April 1, 2017 and on the
first day of each month thereafter occurring during such period.

(vi) For the period from and after April 1, 2018 and continuing through March 31, 2019, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of

(Ex. 2.a.) per annum, payable in equal monthly installments of
payable on
April 1, 2018 and on the first day of each month thereafter occurring during such period.

(vii) For the period from and after April 1, 2019 and continuing through March 31, 2020, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of

(Ex. 2.a.) per annum, payable in equal monthly installments of
~~payable on April 1, 2019 and on the first day of each month thereafter occurring during such period.~~

(viii) For the period from and after April 1, 2020 and continuing through March 31, 2021, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of

(Ex. 2.a.) per annum, payable in equal monthly installments of
payable on April 1, 2020 and on the first day of each month thereafter occurring
during such period.

(ix) For the period from and after April 1, 2021 and continuing through March 31, 2022, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of

(Ex. 2.a.) per annum, payable in equal monthly installments of
payable on
April 1, 2021 and on the first day of each month thereafter occurring during such period.

(x) For the period from and after April 1, 2022 and continuing through March 31, 2023, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of

(Ex. 2.a.) per annum, payable in equal monthly installments of
payable on April 1, 2022 and on the first day of each month thereafter occurring
during such period.

(xi) For the period from and after April 1, 2023 and continuing through March 31, 2024, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of

(Ex. 2.a.) per annum, payable in equal monthly installments of

payable on April 1, 2023 and on the first day of each month thereafter occurring during such period.

(xii) For the period from and after April 1, 2024 and continuing through March 31, 2025, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of

(Ex. 2.a.) per annum, payable in equal monthly installments of

payable on April 1, 2024 and on the first day of each month thereafter occurring during such period.

(xiii) For the period from and after April 1, 2025 and continuing through March 31, 2026, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of

(Ex. 2.a.) per annum, payable in equal monthly installments of

payable on April 1, 2025 and on the first day of each month thereafter occurring during such period.

(xiv) For the period from and after April 1, 2026 and continuing through March 31, 2027, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of

(Ex. 2.a.) per annum, payable in equal monthly installments of

payable on April 1, 2026 and on the first day of each month thereafter occurring during such period.

(xv) For the period from and after April 1, 2027 and continuing through March 31, 2028, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of

(Ex. 2.a.) per annum, payable in equal monthly installments of

payable on April 1, 2027 and on the first day of each month thereafter occurring during such period.

(xvi) For the period from and after April 1, 2028 and continuing through March 31, 2029, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of

(Ex.2.a.) _____ per annum, payable in equal monthly installments of

_____ payable on April 1, 2028 and on the first day of each month thereafter occurring during such period.

(xvii) For the period from and after April 1, 2029 and continuing through March 31, 2030, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of

(Ex. 2.a.) _____ per annum, payable in equal monthly installments of

_____ payable on April 1, 2029 and on the first day of each month thereafter occurring during such period.

(xviii) For the period from and after April 1, 2030 and continuing through March 31, 2031, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of

(Ex. 2.a.) _____ per annum, payable in equal monthly installments of

_____ payable on April 1, 2030 and on the first day of each month thereafter occurring during such period.

(xix) For the period from and after April 1, 2031 and continuing through March 31, 2032, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of

(Ex. 2.a.) _____ per annum, payable in equal monthly installments of

_____ payable on April 1, 2031 and on the first day of each month thereafter occurring during such period.

(xx) For the period from and after April 1, 2032 and continuing through March 31, 2033, both dates inclusive, the Lessee shall pay to the Port Authority a constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) at the rate of

(Ex. 2.a.) _____ per annum, payable in equal monthly installments of

_____ payable on April 1, 2032 and on the first day of each month thereafter occurring during such period.

(b) The Airport Services Factor set forth in paragraph (b) of Section 5 of the Lease, as further amended by paragraph 4(a) of Supplement No. 21 to the Lease, and the abatement rate therefore shall each be adjusted in accordance with the provisions of Schedule A of the Lease.

(c) The Lessee understands and agrees that, while the term of the letting for the C-1 and C-2 portions of the Premises under the Lease as herein extended, shall expire on December 31, 2033, the final Airport Services Factor for the C-1 and C-2 portions of the Premises for 2033 will not be determined for some months after the expiration date of the Lease and that the Lessee's obligations to pay any deficiency in the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) for the year or the Port Authority's obligation to pay a refund in said Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) resulting from the determination of the final Airport Services Factor for the year 2032 or the year 2033 shall survive such expiration of the Lease and shall remain in full force and effect until such deficiency or refund, if any, is paid. The Lessee hereby specifically acknowledges that neither the survival of the obligation with respect to any such deficiency or refund nor any other provision of the Lease, as herein amended, shall grant or shall be deemed to grant any rights whatsoever to the Lessee to have the term of the Lease extended for any period beyond the expiration date of the Lease as provided herein or affect in any way the Port Authority's right to terminate the Lease, or any portion of the Premises thereunder, as provided therein. The Lessee further understands that the Airport Services Factor in effect for the calendar year in which the commencement date of the applicable Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) falls as determined in accordance with paragraph (a) of this Section 2 shall be the Airport Services Factor paid by the Lessee at the applicable Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) commencement date.

3. (a) As a special inducement and consideration to the Port Authority in entering into this Supplemental Agreement with the Lessee, the Lessee hereby agrees to make a Capital Investment, as hereinafter defined, in the Premises, subject to Port Authority approval, in the amount of One Hundred Fifty Million Dollars and No Cents (\$150,000,000.00) (the "Required Capital Investment Amount") at any time from and after the date of this Agreement through December 31, 2028.

(b) As used herein, "Capital Investment" shall include, but not be limited to improvements in the following categories, and any additional categories, all such improvements and additional categories subject to the approval of the Port Authority, made in compliance with the Port Authority's Tenant Construction and Alteration Process Manual (the "TCAP Manual"), prior to the commencement of such work:

- (i) Customer Experience: general aesthetics, flooring, ceilings, lighting, restroom upgrades and increased restroom capacity;
- (ii) Customer Processing: security checkpoint and queuing expansion, C1 core escalator replacement, moving walkways, and elevators upgrades;
- (iii) Structural work: arrivals level bump out.

(c) The Capital Investment shall be exclusive of and in addition to any of the following amounts: (1) the cost of architectural, engineering, professional and consulting services,

to the extent such costs exceed twelve percent (12%) of the total amount of Capital Investment; (2) interest and financing charges; and (3) the Lessee's overhead expense.

(d) In the event that the Lessee fails to make the Capital Investments and to expend the Required Capital Investment Amount, on or before December 31, 2028, the Lessee shall pay to the Port Authority in the manner provided in subparagraphs (e) and (f), below, as additional rental hereunder, in an amount equal to the difference between such Required Capital Investment Amount and the amount of Capital Investments actually made on or before December 31, 2028 ("Shortfall Payment").

(e) (1) Commencing in 2015, the Lessee shall, not later than March 31 of each year, deliver to the Port Authority a report, certified by a duly authorized representative of the Lessee (a "Capital Investment Report"), setting forth: (x) all the Capital Investments made during the previous calendar year, (y) a letter signed by an officer of the Lessee certifying the accuracy of the Capital Investment Report documenting the amount of the Capital Investments made during such previous calendar year, and (z) the aggregate amounts of Capital Investments made in all prior years. Whenever the Capital Investment Report shall show that the Required Capital Investment has been attained, the Lessee shall no longer be required to submit a Capital Investment Report to the Port Authority. Notwithstanding the foregoing, nothing herein contained shall affect the obligation on the part of the Lessee to comply with the TCAP Manual for all Capital Investments constructed on the Premises prior to the commencement of such work.

(2) The Lessee shall deliver a final Capital Investment Report to the Port Authority on or before March 1, 2029 separately stating the total amount of the Capital Investments made during the period commencing on January 1, 2014 and ending on December 31, 2028 (the "Investment Period"), and in the event such total amount is less than the Required Capital Investment Amount, the Capital Investment Report shall be accompanied by the Shortfall Payment.

(f) (1) Within ten (10) days following any request by the Port Authority from time to time and at any time, the Lessee shall permit and/or cause to be permitted during normal business hours, during the Investment Period and for three (3) years thereafter, the examination and audit by officers, employees and representatives of the Port Authority all the records and books of account of the Lessee that the Port Authority in its sole discretion believes may be necessary for the identification, determination or calculation of the Capital Investments (all of the foregoing records and books, collectively, the "Books and Records").

(2) All Books and Records shall be made available within the Port of New York District for examination and audit by the Port Authority. Notwithstanding the foregoing, if any Books and Records are maintained outside of the Port of New York District, then the Port Authority in its sole discretion may require on ten (10) days' notice to the Lessee that any such Books and Records be made available to the Port Authority within the Port of New York District for examination and audit. If the Lessee is unable or unwilling to make such records available to the Port Authority within the Port of New York District within such ten (10) day period, the Port Authority shall have the right to examine and audit any such Books and Records at the location(s) they are maintained. If such Books and Records are maintained within the contiguous United States the Lessee shall pay to the Port Authority when billed all actual travel costs and related expenses

incurred, in the reasonable determination of the Port Authority, for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit. If such Books and Records are maintained outside the contiguous United States the Lessee shall pay to the Port Authority when billed all actual costs and expenses incurred, in the reasonable determination of the Port Authority, of such examination and audit, including, without limitation, salaries, benefits, travel costs and related expenses, overhead costs, and actual fees and charges of third party auditors incurred, in the reasonable determination of the Port Authority by the Port Authority for the purpose of conducting such audit and examination.

4. Effective from and after the date hereof, the following new provision shall apply: "Without in any way limiting the provisions set forth in the Sections of the Lease entitled "Termination", "Right of Re-entry" and "Survival of the Obligations of the Lessee", unless otherwise notified by the Port Authority in writing, in the event the Lessee remains in possession of the Premises after the expiration or termination of the term of the letting under this Agreement, as it may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Agreement or other remedies the Port Authority may have by law or otherwise, the Lessee shall pay to the Port Authority a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that the Lessee shall surrender and completely vacate the Premises at an annual rate equal to twice the sum of (i) the annual rate of all Basic Annual Rentals in effect on the date of such expiration or termination, plus (ii) all items of Additional Rent and other periodic charges payable with respect to the Premises by the Lessee at the annual rate in effect during the 365 day period immediately preceding such date. Nothing herein contained shall give, or be deemed to give, the Lessee any right to remain in possession of the Premises after the expiration or termination of the letting under this Agreement. The Lessee acknowledges that the failure of the Lessee to surrender, vacate and yield up the Premises to the Port Authority on the effective date of such expiration or termination will or may cause the Port Authority injury, damage or loss. The Lessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Lessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss".

5. Effective from and after the date hereof, the following new provision shall apply: "In the event the Port Authority exercises its right to terminate the Lease for any reason other than "without cause", the Lessee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any Premises which may be used and occupied under the Lease (on failure of the Lessee to have it restored), preparing such Premises for use by a succeeding lessee, the care and maintenance of such Premises during any period of non-use 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), repairing and altering the Premises and putting the Premises in order (such as but not limited to cleaning and decorating the same)".

6. The Port Authority and the Lessee hereby agree that at no time during the term of the letting under the Lease, as herein extended, shall the constant factor component of the Base Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) on a per gate basis be greater than the average per gate rental for leased gates in a new Terminal A (as it may be hereafter be renamed now or in the future) at the Airport. If this should occur, the Port Authority agrees to reduce the constant factor component of the Basic Annual Rental for the Premises (exclusive of Area C-3 and the Area C-3 rental) on a per gate basis to an amount equal to the average per gate rental for leased gates in a new Terminal A.

7. Paragraph (c) of Section 69 of the Lease, as previously amended by Supplement No. 17 of the Lease, shall be deemed further amended, by deleting the words and figure "sixty percent (60%)" and inserting the words and figure "seventy percent (70%)" in each of the following subparagraphs:

- (a) the fourth line, and in the seventh and eighth lines of sub-paragraph (c) (1);
- (b) the fourth line of sub-paragraph (c)(2);

8. 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 Supplemental 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 the Lease, as herein amended. 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 the Lease or at law or in equity, to immediately terminate the Lease 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 the Lease 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.

9. The Lessee waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Lessee in respect of the Premises and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Agreement. The Lessee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of rents, fees or

other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

10. The Port Authority and the Lessee each represent and warrant 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 Port Authority and the Lessee shall each indemnify and save harmless the other of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services provided to or on behalf of such indemnifying party in connection with the negotiation and execution of this Agreement.

11. No Commissioner, director, officer, agent or employee of the Port Authority or of the Lessee, shall be charged personally by the other party 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 or attempted or alleged breach thereof.

12. 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.

13. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease.

14. 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 instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Port Authority and the Lessee agree that no representations or warranties shall be binding upon the Port Authority or the Lessee unless expressed in writing in the Lease or this Agreement.

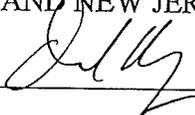
I

N 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: 

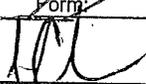
(Title) David Kagan
Assistant Director (Seal)
Business, Properties & Airport Development

ATTEST:

Jennifer L. Kraft
Assistant Secretary
Jennifer L. Kraft
Deputy General Counsel

CONTINENTAL AIRLINES, INC.

By: Kate Gebb
Kate Gebb
Vice President
(Title) Corporate Real Estate
(Corporate Seal)

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

Form - All-Purpose Ack. N.Y.

For the Port Authority

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

On the 3RD day of APRIL in the year 2013, 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
My Commission Expires June 14, 2015

Gail E. Mitchell
(notarial seal and stamp)

For Continental Airlines, Inc.

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

On the 27th day of March in the year 2013 before me, the undersigned, a Notary Public in and for said state, personally appeared KATE GEBB, VP-CRE, 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.

OFFICIAL SEAL
LAURA A ASMUSSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/08/2015

Laura A. Asmusen
(notarial seal and stamp)