

Torres Rojas, Genara

FOI#14071

From: als@paracom.net
Sent: Thursday, June 20, 2013 1:54 AM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Anthony
Last Name: Stramaglia
Company: Save the Worldport
Mailing Address 1: PO Box 1126
Mailing Address 2:
City: Madison
State: NJ
Zip Code: 07940
Email Address: :
Phone:
Required copies of the records: Yes

List of specific record(s):

Please provide the most recent revision as of the date of receipt of this request of Tenant Agreement AYC-325 between the Port Authority and Delta Air Lines at JFK.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

June 21, 2013

Mr. Anthony Stramaglia
Save the Worldport
P.O. Box 1126
Madison, NJ 07940

Re: Freedom of Information Reference No. 14071

Dear Mr. Stramaglia:

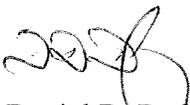
This is a response to your June 20, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for a copy of the most recent revision as of June 20, 2013 of Tenant Agreement AYC-325 between the Port Authority and Delta Air Lines at John F. 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/14071-LPA.pdf>. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to exemptions (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

Attachment

*225 Park Avenue South, 17th Floor
New York, NY 10003
T: 212 435 3642
F: 212 435 7555*

LEASE NO. AYC-325

THIRD SUPPLEMENTAL AGREEMENT

To

LEASE NO. AYC-325

Between

**THE PORT AUTHORITY OF NEW YORK AND NEW
JERSEY**

And

DELTA AIR LINES, INC.

Dated as of December 9, 2010

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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-325
Supplement No. 3
John F. Kennedy International Airport

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT (this "Third Supplemental Agreement"), made as of December 9, 2010 (said date being hereinafter called the "Effective Date") by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority") and DELTA AIR LINES, INC. (the "Lessee"), a corporation organized and existing under the laws of the State of Delaware. Capitalized terms used but not defined herein have the meanings assigned to them in the Lease, as herein amended and supplemented.

WITNESSETH, That:

WHEREAS, the Port Authority and the Lessee entered into an Agreement of Lease, made as of January 1, 1993 (the "**Original Lease**"), pursuant to which the Port Authority let to the Lessee and the Lessee hired and took from the Port Authority certain premises at John F. Kennedy International Airport, all as more particularly described in the Original Lease; and

WHEREAS, the Original Lease has been supplemented and amended by a Supplemental Agreement, dated as of August 1, 2008 ("**Second Supplemental Agreement**"), it being acknowledged that a proposed First Supplemental Agreement, dated as of May 14, 2007 was not fully executed; the Original Lease, as supplemented, modified and amended by the Second Supplemental Agreement and the Third Supplemental Agreement being hereinafter called the "**Lease**";

WHEREAS, contemporaneously with the execution of this Third Supplemental Agreement, the Lessee is entering into an Anchor Tenant Agreement (as herein defined), dated as of the date hereof, which provides for, *inter alia*, the Lessee subletting of a substantial portion of Terminal 4 and the expansion, renovation and modification of the terminal building on the premises covered by the Terminal 4 Lease, and the Lessee undertaking of the demolition of Terminal 3, the construction of improvements to utilities at the Terminal 3 Site, the paving and creation of up to 16 initial hardstands on the Terminal 3 Site and the construction of a Terminal 2-4 Pedestrian Connector (all of the aforementioned and other contemplated work referenced in

the Anchor Tenant Agreement as the Phase I IAT Project being collectively referred to as the “2010 Phase I Project”);

WHEREAS, contemporaneously with the execution of this Third Supplemental Agreement, the Lessee is entering into (1) Port Authority Permit No. AYE-066 (“**Aircraft Parking Permit**”) with the Port Authority, dated as of the date hereof, which contemplates the surrender of the Terminal 3 Site under the Lease and which grants to the Lessee, thereafter and as of the effective date of the Aircraft Parking Permit, permission to park aircraft operated by the Lessee and certain other Aircraft Operators at hardstand positions at the Terminal 3 Site, and (2) the Security Agreement, as defined in Section 23A of the Lease;

WHEREAS, the Port Authority and the Lessee desire to extend the term of the Lease, to provide for the aforesaid demolition, construction, paving and creation of hardstands, and surrender, and amend the Lease in certain other respects;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority and the Lessee hereby agree, effective as of the Effective Date, unless otherwise stated, as follows:

1. Amendment to Section 81 of the Lease.

(a) Section 81 of the Agreement, entitled “Definitions”, is hereby amended by amending and restating the following definitions:

“**Agreement**” shall mean this Agreement of Lease, dated as of January 1, 1993, by and between the Port Authority and the Lessee, as supplemented by the Second Supplemental Agreement, dated as of August 1, 2008, the Third Supplemental Agreement, dated as of December 9, 2010, and as further supplemented, modified, amended and/or restated.

(b) Section 81 of the Lease, entitled “*Definitions*”, is hereby amended by adding new definitions as follows:

“**Additional Area IB**” shall have the meaning set forth in Section 16(a) of the Third Supplemental Agreement.

“**Additional Area IB Commencement Date**” shall have the meaning set forth in Section 16(a) of the Third Supplemental Agreement.

“**Aircraft Parking Easement**” shall have the meaning set forth in Section 98(c) of the Lease.

“**Aircraft Parking Permit**” shall have the meaning set forth in the fourth (4th) WHEREAS clause to the Third Supplemental Agreement.

“**Anchor Tenant Agreement**” or “**ATA**” shall mean the sublease agreement, dated as of December 9, 2010, between JFK International Air Terminal LLC, as sublessor, and the Lessee, as sublessee, relating to the Lessee’s lease of premises at Terminal 4 at the Airport, which sublease agreement is subject and subordinate in all respects to the Terminal 4 Lease.

“Area IB Ground Rental Abatement Period” shall have the meaning set forth in Section 4(IV).

“ATA Defined Term” shall have the meaning set forth in Section 2(g)(4)(viii) of the Lease.

“Blocked Persons” shall have the meaning set forth in Section 79 of the Lease.

“Blocked Persons Laws” shall have the meaning set forth in Section 79 of the Lease.

“Bond” shall have the meaning set forth in Section 2(k)(7) of the Lease.

“Completion Date” shall have the meaning set forth in Section 2(g)(4)(iv) of the Lease.

“Comprehensive Plan for AYC-325” shall have the meaning set forth in Section 2(k)(1) of the Lease.

“Construction Application” shall mean the applicable Tenant Alteration Application(s) for completion of the 2010 Construction Work approved by the Port Authority in effect from time to time.

“Demolition Commencement Date” shall mean the first day of the first calendar month after which all of the following conditions have been determined by the Port Authority to have been satisfied by the Lessee: the Lessee has (1) obtained Port Authority approval of those of its tenant alteration applications which cover asbestos abatement at Terminal 3, demolition of Terminal 3, and the 2010 Environmental Management Plan, (2) entered into signed contracts, in compliance with Section 2 of the Lease, for asbestos abatement at Terminal 3 and demolition of Terminal 3 and (3) commenced, or caused the commencement by approved third party contractors of, asbestos abatement at Terminal 3 and demolition of Terminal 3. The parties currently anticipate the Demolition Commencement Date to be on or about May 10, 2013.

“Discharge” shall have the meaning set forth in Section 84(a) of the Lease, as amended.

“Eligible PFC Construction Work” shall have the meaning set forth in Section 88(g)(2) of the Lease.

“Environmental Requirements” in the plural and **“Environmental Requirement”** in the singular shall have the meaning ascribed to them in Section 81 of the Lease, as amended.

“FAA” shall mean the Federal Aviation Administration of the United States and any successor thereto.

“First Deferred Area IB Ground Rental” shall have the meaning set forth in Section 4 (IV) of the Lease, as amended.

“General Contractor” shall have the meaning set forth in Section 2(k)(7) of the Lease.

“Hazardous Substances” in the plural and **“Hazardous Substance”** in the singular shall have the meaning ascribed to it in Section 81 of the Lease, as amended.

“Lease” shall have the meaning set forth in the second WHEREAS clause to the Third Supplemental Agreement.

“Lease Defined Term” shall have the meaning set forth in Section 2(g)(4) of the Lease.

“OFAC” shall have the meaning set forth in Section 79 of the Lease.

“Original Lease” shall have the meaning set forth in the first WHEREAS clause to the Third Supplemental Agreement.

“Partial Approval Work” shall have the meaning set forth in Section 2(g) of the Lease.

“Partial Approval Work Plans” shall have the meaning set forth in Section 2(g) of the Lease.

“PFCs” shall mean passenger facility charges covered by Part 158 of Title 14 of the Code of Federal Regulations Section 158.3, imposed by a public agency on passengers enplaned at a commercial service airport it controls.

“Remediate” or **“Remediation”** shall have the meanings set forth in Section 81 of the Lease, as amended.

“ROE Agreement” shall mean the Right of Entry Agreement, dated as of October 1, 2010, by and among the Port Authority, the Lessee, and JFK International Air Terminal, LLC.

“Second Deferred Area IB Ground Rental” shall have the meaning set forth in Section 4 (IV) to the Lease.

“Second Supplemental Agreement” shall have the meaning set forth in the second WHEREAS clause to the Third Supplemental Agreement.

“Security Agreement” shall have the meaning set forth in Section 23A of the Lease.

“Tanks” shall have the meaning set forth in Section 84(a) of the Lease.

“Tank Claims” shall have the meaning set forth in Section 84(a) of the Lease.

“Taxiway Easement” shall have the meaning set forth in Section 98 of the Lease.

“Terminal 2-4 Pedestrian Connector” means the elevated, enclosed secure passenger connector (including without limitation people movers) to be constructed by the Lessee as part of the 2010 Construction Work, connecting Terminal 1A (and commonly known as “Building 54”

or "Terminal 2") with Terminal 4, as shown in shading on Exhibit 93-2, such connector to include its foundations, supports, utility systems, equipment and appurtenances.

"Terminal 2-4 Pedestrian Connector Area" means the portion of the Terminal 4 Site containing approximately 0.13 acres shown in shading on Exhibit 93-1, page 1 of 2, of which a portion of the Terminal 2-4 Pedestrian Connector is to be constructed.

"Terminal 3 Easement Site" shall have the meaning set forth in Section 98 of the Lease.

"Terminal 3 Site" means a portion of Area IB as shown on Exhibit A of the Lease on which Terminal 1B (commonly known as "Building 53" or air passenger terminal "Terminal 3") is located.

"Terminal 3 Site Surrender Date" shall have the meaning set forth in Section 97(a) of the Lease.

"Terminal 3 Site Surrender Notice" shall have the meaning set forth in Section 97(a) of the Lease.

"Terminal 3 Site Surrender Acceptance Notice" shall have the meaning set forth in Section 97(a) of the Lease.

"Terminal 3 Site Surrender Remediation Action Plan" shall have the meaning set forth in Section 97(a) of the Lease.

"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 Terminal 4 Lease.

"Terminal 4 Easement Site" shall have the meaning set forth in Section 98 of the Lease.

"Terminal 4 Easement Users" shall have the meaning set forth in Section 98 of the Lease.

"Terminal 4 Lease" shall mean the agreement of lease, made effective as of May 13, 1997, bearing Port Authority File No. AYC-685 (as the same has been heretofore and may hereafter be amended and supplemented), by and between JFK International Air Terminal, LLC, as lessee, and the Port Authority, as lessor.

"Third Supplemental Agreement" shall mean that certain Supplement No. 3, dated as of December 9, 2010, by and between the Port Authority and the Lessee.

"2010 Basis of Design" shall have the meaning set forth in Section 2(k)(1) of the Lease.

“2010 Capital Investment” shall have the meaning set forth in Section 88 of the Lease.

“2010 Construction Work” shall have the meaning set forth in Section 2(k) of the Lease.

“2010 Environmental Management Plan” shall have the meaning set forth in Section 2(g)(8) of the Lease.

“2010 Expansion DBO” shall have the meaning set forth in the Fifth Supplemental Agreement to the Terminal 4 Lease.

“2010 Phase I Project” shall have the meaning set forth in the third (3rd) WHEREAS clause to the Third Supplemental Agreement.

2. **Amendment to Section 2 of the Lease**

Section 2 of the Lease, entitled *“Construction by the Lessee”* is hereby amended as follows:

- (a) Subparagraph (b)(7) shall be deleted in its entirety and replaced with a new subparagraph (b)(7) which shall provide as follows:

“(7) The Lessee agrees that it shall deliver to the Port Authority upon completion of the construction work 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 Lease, keep said drawings current showing thereon any changes or modifications which may be made and provide same to the Port Authority upon its request. No changes or modifications shall be made without prior Port Authority consent. It is understood and agreed that, with respect to the 2010 Phase I Project, the construction work referenced in this subparagraph (7) shall refer to the 2010 Construction Work.”

- (b) By adding a sentence at the end of the first paragraph of subparagraph (b)(11)(i) which shall state as follows:

“With respect to the 2010 Construction Work, the above-stated insurance requirements shall be superseded by the insurance requirements set forth in Section 2(l)(2) of the Lease, as set forth in the Third Supplemental Agreement.”

(c) By adding in the first paragraph of subparagraph (b)(14) the words “(but not the demolition work associated with the 2010 Construction Work)” immediately after the words “construction work” in the first sentence thereof.

(d) By adding a new Section 2(g)(4) which shall state as follows:

“(g)(4)(i) Upon final completion of all of the Lessee’s 2010 Construction Work, the Lessee shall deliver to the Port Authority a certificate to such effect signed by a responsible officer of the Lessee, and by the architect or engineer who sealed the Lessee’s plans pursuant to the provisions of this paragraph, certifying that all of the work has been performed in accordance with the approved Construction Application and plans and specifications and the provisions of the Lease, and the Lessee shall supply the Port Authority with as-built drawings of the Lessee’s 2010 Construction Work in such form and number requested by the Port Authority. Following its receipt of the Lessee’s certificate, the Port Authority shall inspect the work and, unless such certification is not correct, or the Port Authority determines that the premises are unsuitable for occupancy and use by the Lessee, a certificate of completion shall be delivered to the Lessee by the Port Authority.

(ii) Except as set forth in subparagraph (iii) of this paragraph, the Lessee shall not commence any portion of the Lessee’s 2010 Construction Work until the Construction Application and plans and specifications covering such work have been finally approved by the Port Authority, and the required insurance procured.

(iii) If the Lessee desires to commence construction of portions of the Lessee’s 2010 Construction Work prior to the approval by the Port Authority of the complete Construction Application and plans and specifications covering all of such work pursuant to subparagraph (ii), above, the Lessee shall submit to the Port Authority a separate Construction Application for each portion of the Lessee’s 2010 Construction Work the Lessee so desires to commence (each such portion of the Lessee’s 2010 Construction Work being hereinafter designated as “**Partial Approval Work**”) which shall be executed by an authorized officer of the Lessee and shall be accompanied by final and complete plans, specifications, drawings, and data with respect to such portion of the Lessee’s Construction Work (the final and complete plans, specifications, drawings, and data covering each such portion of the Lessee’s 2010 Construction Work are hereinafter referred to as the “**Partial Approval Work Plans**” with respect to such portion of the Lessee’s 2010 Construction Work) setting forth in detail the work to be performed in connection with each such portion of the Lessee’s 2010 Construction Work. The Port Authority shall use its discretion to determine whether to permit the Lessee to proceed with the performance of any Partial Approval Work. If the Port Authority consents to the performance of any Partial Approval Work, the Port Authority shall review the Construction Application covering such work and shall give its written approval or rejection of the Partial Approval Work Plans with respect thereto or shall request such revisions or modifications thereto as the Port Authority may find necessary. Upon the Port Authority’s approval of the Construction Application covering an item of Partial Approval Work and its approval of the Partial Approval Work Plans with respect thereto, the Lessee may proceed to perform such item of Partial Approval Work subject to and in accordance with the following terms and conditions:

(1) The performance by the Lessee of any item of Partial Approval Work in accordance with the Port Authority's approval will be at its sole risk and if for any reason the Construction Application and plans and specifications for the balance of the Lessee's 2010 Construction Work, or any part thereof, are not approved by the Port Authority or if the approval thereof calls for modifications or changes in any item of Partial Approval Work undertaken by the Lessee under any approval granted by the Port Authority pursuant to this paragraph, the Lessee shall, as directed by the Port Authority, and at the Lessee's sole cost and expense, either restore the area affected to the condition existing prior to the commencement of such item of Partial Approval Work or make such modifications and changes to such work as may be required by the Port Authority.

(2) Nothing contained in any approval given pursuant to this paragraph shall constitute a determination or indication by the Port Authority that the Lessee has complied with any laws, rules, orders, ordinances, enactments, resolutions, regulations, statutes, requirements, codes, directions, and executive orders, including but not limited to those of the State of New York, Borough of Queens or City of New York, which may pertain to the Partial Approval Work to be performed and which the Lessee is required to comply with pursuant to the Lease, as amended.

(3) Each item of Partial Approval Work shall be performed in accordance with and subject to the terms and provisions of the Lease, as amended by the Third Supplemental Agreement, covering the Lessee's 2010 Construction Work, and in accordance with the approved Construction Application covering such item of Partial Approval Work, and in accordance with the approved Partial Approval Work Plans constituting a part of such Construction Application, and subject to any requirements, stipulations, and provisions which the Port Authority may impose in its approval of the performance of such item of Partial Approval Work.

(4) No Partial Approval Work performed by the Lessee pursuant to the provisions of this paragraph shall affect or limit the obligations of the Lessee with respect to the Lessee's 2010 Construction Work or any prior approvals thereof.

(5) The Lessee specifically understands that neither the Port Authority's approval of any Construction Application and Partial Approval Work Plans covering any item of Partial Approval Work nor the performance by the Lessee of any item of Partial Approval Work pursuant to such approval shall obligate the Port Authority to approve the Construction Application and plans and specifications submitted by the Lessee for the balance of the Lessee's 2010 Construction Work or shall create or be deemed to create any obligation on the part of the Port Authority to permit subsequent Partial Approval Work to be performed. Without limiting the generality of the provisions of this paragraph, it is specifically understood that the Port Authority may withhold its approval of a Construction Application and Partial Approval Work Plans covering any item of Partial Approval Work if the Port Authority determines that review of subsequent items of Partial Approval Work is required before the Port Authority can approve, reject, or comment upon such Partial Approval Work Plans.

(6) In the event that in the opinion of the Port Authority the Lessee: (i) fails to comply with all of the provisions of the Lease, as amended, with respect to such work; (ii) fails to comply with the provisions of the Construction Application covering such work and the plans and specifications forming a part thereof; (iii) fails to comply with any requirements, stipulations, or provisions imposed by the Port Authority in its approval of the performance of such item of Partial Approval Work; or (iv) shall be in breach of any of the provisions of the Construction Application and plans and specifications covering the performance of such work, the Port Authority shall have the right to cause the Lessee to cease the work that is being performed in violation of the Third Supplemental Agreement, the Construction Application and plans and specifications, or the conditions of the Port Authority's approval. Upon written direction from the Port Authority, the Lessee shall promptly cease performance of the portion of the Partial Approval Work specified. The Lessee shall thereupon submit to the Port Authority for its written approval of the Lessee's proposal for making modifications, corrections or changes in or to the item of Partial Approval Work that has been or is to be performed so that the same will comply with the provisions of the Lease, as amended, the Construction Application and plans and specifications, or the conditions of the Port Authority's approval covering such work. The Lessee shall not commence construction of the portion of the Partial Approval Work that has been halted until it has received written approval of the proposed modifications, corrections or changes.

(7) It is hereby expressly understood and agreed that the Port Authority has no duty or obligation of any kind whatsoever to inspect or police the performance of any Partial Approval 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 Port Authority has not exercised its right to require the Lessee to cease performance of all or any part of the Partial Approval 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 work in accordance with the terms of the Third Supplemental Agreement, the Construction Application and plans and specifications covering such work, or the conditions of the Port Authority's approval of such work. Nor shall such fact be or be deemed to be a waiver by the Port Authority of any of the requirements of this Agreement with respect to such work, or any of the requirements of the Construction Application and plans and specifications covering such work, or any of the conditions of the Port Authority's approval of such work.

(iv) Without limiting the generality of subparagraph (v) of this paragraph, the Lessee shall be solely responsible for the plans and specifications used by it and for the adequacy or sufficiency of such plans and specifications and all the improvements, fixtures, and equipment 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 obligation or liability in connection with the performance of any of the Lessee's 2010 Construction Work or for the contracts for the performance thereof entered into by the Lessee. Any warranties extended or available to the Lessee in connection with the aforesaid work shall be for the benefit of the Port Authority as well as the Lessee. The Lessee shall not permit passenger use of the Terminal 2-4 Pedestrian Connector, or conduct aircraft parking operations at the Terminal 3 Site, until the Port Authority

shall have notified the Lessee in writing that the Lessee's 2010 Construction Work or the Partial Approval Work, as applicable, has been completed to its satisfaction, to be evidenced by the issuance of a "permit to occupy or use" with respect to the 2010 Construction Work, or with respect to each Partial Approval Work, as applicable, pursuant to subparagraph (i) of this paragraph. The date of the issuance of such permit to occupy or use, if only one for the 2010 Construction Work, or the date of the issuance of the final permit to occupy or use, if more than one for the 2010 Construction Work, shall be called the 2010 Construction Work "**Completion Date**". The Lessee shall be obligated to pay any tenant construction review fee or other review fee charged by the Port Authority for its costs of administrating the Construction Application process, consistent with the Port Authority's procedures or policies concerning charges for such review fees.

(v) Without limiting or affecting any other term or provision of the Lease, as amended by the Third Supplemental Agreement, as between the Lessee and the Port Authority (but without limiting the Lessee's indemnification and hold harmless obligations to the Port Authority under the Lease with respect to third party claims brought against the Port Authority), the Lessee shall be solely responsible for (x) the design, adequacy and operation of any utility, mechanical, electrical, communications and other systems installed at the Terminal 3 Site by the Lessee as part of the Lessee's 2010 Construction Work and any other improvements, additions, fixtures, finishes, decorations and equipment made or installed by the Lessee at the Terminal 3 Site as Lessee's 2010 Construction Work and shall do preventive maintenance and make such repairs, replacements, rebuilding (ordinary or extraordinary, structural or non-structural) and painting necessary to keep such systems, improvements, additions, fixtures, finishes, decorations and equipment (whether the same involves structural or non-structural work) in the condition they were in when made or installed except for reasonable wear which does not adversely affect the efficient or proper utilization of any part of the Terminal 3 Site or the balance of the premises, (y) any systems, improvements, fixtures and equipment decommissioned and left in place at the Terminal 3 Site by Lessee as part of the 2010 Construction Work, and (z) the condition of the Terminal 3 Site including, without limitation, utility and other systems and improvements thereat, affected by the removal of any systems, improvements, fixtures and equipment effected as part of the 2010 Construction Work.

(vi) 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. Nothing herein contained shall be deemed to constitute consent to the creation of any lien or claim against the Terminal 3 Site, or the premises, or any part thereof, nor to prevent the Lessee from contesting claims in good faith.

(vii) In the performance of the Lessee's 2010 Construction Work, the Lessee shall not employ any contractor nor shall the Lessee or any of its contractors employ any persons or use or have any equipment or materials or allow any condition to exist if any such shall or, in the opinion of the Port Authority, may cause or be conducive to any labor troubles at the Airport which interfere, or in the opinion of the Port Authority are likely to interfere, with the operations

of others at the Airport or with the progress of construction work thereat. The determination of the Port Authority shall be conclusive on the Lessee. Upon notice from the Port Authority, the Lessee will (or will cause its contractor to, as applicable) immediately rectify any condition causing or contributing to labor troubles as specified in such notice. In the event of failure by the Lessee (or any of its contractors, as applicable) to timely comply with the requirements of this paragraph, the Port Authority shall have the right, by notice from the Port Authority to the Lessee, to suspend the Lessee's right to proceed with the 2010 Construction Work, or the applicable portion thereof, being performed by or on behalf of the Lessee and the Lessee will thereupon immediately cease the same. When labor troubles will be so settled that such interference no longer exists and the danger thereof no longer exists, the Port Authority by notice to the Lessee will reinstate the permission to the Lessee to perform the Lessee's 2010 Construction Work on all the same terms and conditions as before the suspension. "Labor troubles" shall mean and include strikes, boycotts, picketing, work-stoppages, slowdowns, complaints, disputes, controversies or any other type of labor trouble, regardless of the employer of the person involved or their employment status, if any.

(viii) In the event of a conflict or ambiguity between the terms and provisions of the Lease and those of the ATA, or between the terms and provisions of the Lease and those any other agreement to which the Port Authority is not a signatory, the terms and provisions of the Lease in all respects shall be controlling and determinative as between the Port Authority and the Lessee. The ATA is an agreement between JFK International Air Terminal, LLC and the Lessee, and by referencing the ATA in the Third Supplemental Agreement the Port Authority does not incorporate into the Lease any agreements or understandings that are contained in the ATA unless expressly stated to be so incorporated. The ATA shall not be used or referred to in interpreting any defined term in the Lease ("**Lease Defined Term**"), and in interpreting any Lease Defined Term, no inference shall be drawn from the use thereof in the ATA. Further, defined terms used in the ATA ("**ATA Defined Term**") shall not be considered or referred to in the interpretation or construction of the Lease. 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 contract, or by example, or pursuant to any other rule of construction or interpretation) any Lease Defined Term, or any term or provision of the Lease. Notwithstanding the foregoing, where an ATA Defined Term is expressly used in a provision of the Third Supplemental Agreement, 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."

(d) By adding the following sentence at the end of subparagraph (h):

"Notwithstanding anything to the contrary stated elsewhere in this subparagraph (h), the provisions of this subparagraph shall not be deemed to modify the abatement provisions contained in Section 4 (IV) of the Lease as set forth in the Third Supplemental Agreement."

(e) By adding new subparagraphs (k) and (l) which shall read in their entirety as follows:

“(k) Comprehensive Plan for AYC-325.

(1) *Comprehensive Plan for AYC-325.*

Prior to the execution of the Third Supplemental Agreement the Lessee has submitted to the Port Authority for review two design documents entitled “Basis of Design” relating to the 2010 Construction Work, specifically (a) one design document relating to the Terminal 2-4 Pedestrian Connector and (b) one design document relating to the demolition of Terminal 3, the demolition of the Air Train connector and elevator core at Terminal 3, the construction of a covered walkway from the Terminal 2-3 Air Train Station elevator core to Terminal 2, the pavement of the area on which hardstands shall be constructed, hardstand construction and other components of the 2010 Construction Work, copies of which are attached hereto, hereby made a part hereof and marked Exhibit 2(k) (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 approved 2010 Basis of Design (such plans and specifications, upon approval by the Port Authority, together with the approved 2010 Basis of Design, the “**Comprehensive Plan for AYC-325**”). The 2010 Basis of Design includes, among other things, requirements in order to ensure safe vehicular and pedestrian access to Terminal 2, to preserve the Lessee’s safe use of the existing Terminal 2 aircraft movement areas for Lessee’s aircraft parking, de-icing and operation needs, and to delineate the site preparation work. The Comprehensive Plan for AYC-325 shall include the 2010 Construction Work (as hereinafter defined).

(2) *Description of 2010 Construction Work.*

In connection with the 2010 Phase I Project, the Lessee hereby agrees to undertake and complete at its sole cost and expense at the premises the 2010 Construction Work. The 2010 Construction Work, inclusive of all necessary construction and relocation of paved areas, utility lines, pipes, mains, conduits and other improvements, and whether commenced or completed prior to, or following, the effective date of the Third Supplemental Agreement, and as described in the 2010 Basis of Design (as herein defined) and/or the applicable Construction Application(s), constitutes “construction work” as such term is used in Section 2 of the Lease. The 2010 Construction Work shall mean and include, without limitation, the following:

(i) the complete abatement and removal of all asbestos, asbestos-containing materials, lead and other Hazardous Substances located in all structures (whether above-grade or below-grade) on the Terminal 3 Site prior to the actual demolition of Terminal 3, and the handling, transporting and off-Airport disposal thereof (including, if required, disposal of asbestos in an off-Airport long-term asbestos disposal facility), all of the foregoing to be performed and completed in accordance with Environmental Requirements but, in all events, to the levels, within a time frame, and in a manner necessary in the judgment of the Port Authority for it to be at all times in compliance with the Basic Lease;

(ii) the demolition and removal of all aboveground structures located on and at the Terminal 3 Site, including Terminal 3. All Terminal 3 deep foundations shall remain intact but basement foundation walls shall be demolished;

(iii) the installation and use of supportive and protective systems in connection with disassembly and demolition in order to support and protect adjacent structures and structures that are to remain at the Airport after the 2010 Construction Work is completed;

(iv) the capping of building and site utilities, alarms and other Terminal 3 systems back to the nearest existing isolation valves, manholes and/or junctions;

(v) Remediation of the Terminal 3 Site in compliance with the Lease but, in all events, in compliance with Environmental Requirements, including, without limitation, any stipulation agreements entered into by the Lessee with the NYS Department of Environmental Conservation; such Remediation to include, without limitation, (x) closing of all spills (including, without limitation, Spill Number 0802350 reported to have occurred on May 30, 2008, Spill Number 9800920 reported to have occurred on April 21, 1998, Spill Number 9604699 reported to have occurred on June 30, 1996, and Spill Number 9414047 reported to have occurred on January 18, 1995) and (y) de-commissioning the hydrant fueling system with the existing transfer lines from the Airport Satellite Fuel Farm that serve Terminal 3 to be cut and capped as close to the leasehold as possible, all fuel removed, and filled with nitrogen for long term storage. All fuel transfer lines that pass through the Terminal 3 Site and supply fuel to Terminal 4 or any other terminal at the Airport shall remain undisturbed and protected throughout the duration of the construction work. All Remediation shall be performed and completed in accordance with Environmental Requirements but, in all events, to the levels and in a manner necessary, in the judgment of the Port Authority, for it to be in compliance at all times with the Basic Lease;

(vi) demolition, removal and/or capping of drainage piping and structures, water/sewer piping, and electric duct banks related to the demolition which shall involve the identification, trenching, capping, disabling, removal and disposal of fittings, hydrant extensions, valve boxes, precast utility boxes, vaults, lift stations, meters and duct banks, as well as removal of electric cables from the duct banks;

(vii) once the demolition component of the 2010 Construction Work has been completed, the Terminal 3 footprint shall be brought to grade by backfilling and thereafter such Terminal 3 Site shall be paved with airport-rated pavement, and marked, as required to enable the Terminal 3 Site to be used for aircraft parking purposes;

(viii) if desired by Lessee and included in an approved Construction Application installation, after previously obtaining a required permit therefor, of above-grade glycol tanks to be used for de-icing at the Terminal 3 Site after the Terminal 3 Site Surrender Date and, if such de-icing is to take place at the Terminal 3 Site, then compliance with secondary containment requirements and installation of infrastructure to handle collection and treatment of glycol;

(ix) installation of utilities, storm, water catch basins, storm receptors for water quality control and treatment systems where de-icing agents are applied or utilized;

(x) installation of all necessary or required blast fences and other fencing;

(xi) installation of ramp and taxilane lighting;

(xii) the construction of a secure Terminal 2-4 Pedestrian Connector from an intermediate point on the Pedestrian Connector to Terminal 4, and, in connection with the demolition of Terminal 3, the demolition of the portion of the existing Pedestrian Connector between the intermediate point on the Pedestrian Connector and Terminal 3, the aforesaid to be as described in Section 93 of the Lease, entitled "*Pedestrian Connector*". The Terminal 2-4 Pedestrian Connector shall not be less than 20 feet in clear interior width other than at the approach to the connection points at Terminal 4 and the Pedestrian Connector and shall consist of secure, enclosed, climate-controlled passenger connection bridges between the named terminals with moving walkways in both directions;

(xiii) demolition and removal of the existing vertical circulation and overhead connector from the Terminal 2-3 Air Train station. It is contemplated that the overhead structure will be taken back to either face of the Air Train station or to a natural stopping point. Sealing of the penetration shall match existing finishes;

(xiv) the construction of a covered walkway from the Terminal 2-3 Air Train Station elevator core to Terminal 2;

(xv) the construction of Taxiway "HA", off-premises on the PAF Site (as defined in the ROE Agreement) at the location shown in hatching on Exhibit 2(L) attached hereto and hereby made a part hereof; and

(xvi) all other appropriate or necessary work in connection with effectuation of the 2010 Construction Work at the premises.

(3) *Updates to Comprehensive Plan for AYC-325.*

The Lessee shall keep the Comprehensive Plan for AYC-325 up to date and shall submit to the Port Authority for its approval all amendments, supplements or modifications thereto, which amendments, supplements or modifications shall not become effective until the same have been approved by the Port Authority.

(4) *Certain Details Concerning the 2010 Construction Work.*

(a) All of the 2010 Construction Work shall be performed and completed in accordance with applicable law including, without limitation, all Environmental Requirements which shall include, among others, filing notices of intent for coverage under the Port

Authority's State Pollution Discharge Elimination System permits for management of stormwater and obtaining all relevant permits for ground water activities. The 2010 Construction Work shall include the removal by Lessee of all above-ground emergency generator fuel tanks and all underground storage tanks. The 2010 Construction Work shall include sampling in connection with the decommissioning of the Distribution Portion of the Underground Fuel System pursuant to NYSDEC DER10 or subsequent adopted regulations and guidance. While the 2010 Construction Work shall not include the removal and/or closure of the Distribution Portion of the Underground Fuel System (as defined in the Lease) located at Terminal 3, the 2010 Construction Work shall include any testing, sampling, the removal of the fuel from the related underground piping, the removal of surge suppressors, isolation valves and associated piping, and the installation of blind flanges, as necessary. The Distribution Portion of the Underground Fuel System shall be slurry-filled and the hydrant pits shall be back-filled and cemented to grade. All additional soil to be used for backfilling in connection with the 2010 Construction Work shall be obtained from the Port Authority's on-Airport stockpile (which will be made available to Lessee at no incremental cost to the extent available and shall be subject to testing and approval for use by the Lessee at Lessee's sole cost and expense) and, to the extent not available from such stockpile, from another source at Lessee's sole cost and expense.

(b) Both during and after the 2010 Construction Work, (i) both vehicular and pedestrian access shall be continued, ongoing, unimpeded and uninhibited to Terminal 2 via existing roadways, existing bridges, temporary walkways and the Pedestrian Connector; however, it is anticipated that the Terminal 3 upper level roadway will be closed commencing with construction of the Terminal 2-4 Pedestrian Connector; (ii) the current at-grade pedestrian access walkway shall be continued, ongoing, unimpeded and uninhibited to the existing Terminal 2-3 Air Train elevator core and exit stair tower; and (iii) the existing Terminal 2 aircraft movement areas shall remain available for the Lessee's aircraft parking, de-icing and operational needs.

(c) As a general matter with regard to utilities, utilities that serve the premises and will no longer be needed in connection with operations under the Aircraft Parking Permit shall be disconnected as part of the 2010 Construction Work at existing manholes, valves and/or junctions, as close to the leasehold line under the Lease as possible, and all utilities that remain on the Terminal 3 Site after completion of the 2010 Construction Work shall be the sole responsibility of the Lessee under the Aircraft Parking Permit, in accordance with the terms of the Aircraft Parking Permit.

(5) *Lessee's Capital Investment.* The Lessee's Capital Investment (as defined in Section 88 of the Lease) in connection with the 2010 Construction Work shall be as set forth in said Section 88, as herein amended.

(6) *Compliance with 2010 Basis of Design and other Procedures.* All of the 2010 Construction Work which is consented to by the Port Authority shall be designed and constructed in accordance with the 2010 Basis of Design and the design criteria contained in the Port Authority Tenant Construction Review Manual and in the Port Authority Aviation Department Tenant Alteration Procedures and Standards Guide, as the same may be amended from time to time. The Lessee agrees that in the performance of the 2010 Construction Work, it

will comply with the Port Authority's policy on sustainable design as set forth in the sustainable design guidelines promulgated by the Port Authority Engineering Department from time to time. In the event of any inconsistency between the terms of the Port Authority Tenant Construction Review Manual or the Port Authority Aviation Department Tenant Alteration Procedures and Standards Guide on one hand and the terms of the Lease, as amended, on the other hand, the terms of the Lease shall prevail and control.

(7) *Payment and Performance Bond.*

Prior to the commencement of any 2010 Construction Work, the Lessee shall procure from each of its general contractors ("**General Contractor**"), and cause to be delivered to the Port Authority, a payment and performance bond covering the applicable portion of the 2010 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 2010 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 2010 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 the Lease, as amended by this Agreement relating to the portion of the 2010 Construction Work to be performed by such General Contractor including, without limitation, the terms, provisions, covenants and conditions which relate to the 2010 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 2010 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 the Lease, as amended, 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 the Lease, as amended.

(8) *2010 Environmental Management Plan.* The Lessee shall submit to the Port Authority for its approval prior to the commencement of the 2010 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 2010 Construction Work (such plan, as approved by the Port Authority, the "**2010 Environmental Management Plan**"). The 2010 Construction Work shall be performed in accordance with the 2010 Environmental Management Plan.

(9) *No Release or Discharge from Demolition Obligation.* In the event the Lessee fails to demolish Terminal 3, which the Lessee acknowledges is required by this Agreement, the Port Authority shall not release or discharge the Lessee from such obligation.

(l) Other Lease Requirements for 2010 Construction Work; Insurance.

(1) Except as expressly provided otherwise in the Third Supplemental Agreement, the Lessee shall perform the 2010 Construction Work in strict accordance with Section 2 of the Lease, entitled "*Construction by the Lessee*", it being understood that Section 2 applies to the 2010 Construction Work in the same way that it applied to the Phase I Construction Work and Phase II Construction Work, except that:

(i) Sections 2(a)(1)-(3) of the Lease are inapplicable to the 2010 Construction Work,

(ii) references to "Phase I Construction Work" and "Phase II Construction Work" in Section 2(a)(4) and (5) shall refer instead to the 2010 Construction Work,

(iii) reference in Section 2(a)(5)(ix) to Section 21 of the Basic Lease shall mean and refer to Section 18 of the Basic Lease as such term was revised in the Second Supplemental Agreement to the Lease,

(iv) the Capital Investment amounts attributable to the Phase I Construction Work and Phase II Construction Work shall not apply to the 2010 Construction Work, but the Capital Investment associated with the 2010 Construction Work shall be as set forth in Section 88 of the Lease, as amended by the Third Supplemental Agreement,

(v) the insurance requirements set forth in Section 2(b)(11)(i) shall be superseded by the insurance requirements set forth in Section 2(l)(2), below,

(vi) the per diem rate of pay to Port Authority engineer(s), for the services of said engineer or engineers, as set forth in Section 2(d), shall be replaced with the per diem rates as follows: 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 that the engineer or engineers are so assigned for such calendar year,

(vii) Schedule E, referenced in Section 2(b)(18)(i), shall be deleted and substituted with a new Schedule E, a copy of which is attached to the Third Supplemental Agreement and hereby incorporated by reference into the Lease, and

(viii) a new Section 2(g)(4) shall be added to apply to the 2010 Construction Work.

(2) (a) In addition to all policies of insurance otherwise required by the Lease, the Lessee shall procure and maintain or cause to be procured and maintained in effect during the performance of the Lessee's 2010 Construction Work the following:

(i) Commercial General Liability Insurance including but not limited to Independent Contractor coverage and coverage for Premises Operations and Completed-Operations and for Broad Form Property Damage, with a contractual liability endorsement covering the obligations assumed by the Lessee under paragraph (b) of Section 2 of the Lease as the same applies to the 2010 Construction Work, and which are customarily insured under such a policy, with a minimum combined single limit coverage for death, bodily injury and property damage of \$100,000,000.00 per occurrence, and in the aggregate.

(ii) Commercial Automobile Liability Insurance covering all owned, non-owned or hired vehicles used in connection with said construction with a minimum combined single limit coverage for death, bodily injury and property damage of \$25,000,000.00 per occurrence, no general aggregate; and

(iii) Environmental Impairment Liability Insurance, on a claims-made or occurrence basis, with a minimum combined single limit coverage per claim for death, bodily injury and property damage, with liability for both gradual and sudden and accidental occurrences and both on-site and off-site cleanup of \$10,000,000.00 per occurrence, and in the aggregate.

(b) The environmental impairment liability policy(ies) and any certificate of insurance submitted hereunder in relation to such policy(ies) shall (i) be expressly endorsed for the Airport and each transfer location, travel route and material disposition location selected by the Lessee, (ii) state that claims disputes and coverage shall be litigated in United States courts having jurisdiction, and not be limited to arbitration, and (iii) acknowledge the Lessee disclosure to the insurance carrier that the material may be considered a Hazardous Substance under applicable law including, but not limited to, RCRA (as defined herein) and/or CERCLA (as defined herein) and/or the TSCA (as defined herein). It should be noted that the substances may be considered "hazardous" under CERCLA, but not necessarily "hazardous" under RCRA and that such materials if RCRA "hazardous" would require a manifest and disposal certificate under RCRA at a Subtitle C hazardous waste disposal facility. A copy of the Lease, including the Third Supplemental Agreement and including all schedules and documents attached thereto, shall be provided to the insurance carrier.

(c) With the exception of the Commercial Automobile Liability policy, each policy of insurance described in subparagraph (a), above, shall include the Port Authority as an additional insured in its coverages including, without limitation, coverage for premises- operations and completed operations, and no such policy shall contain any care, custody or control exclusions, or 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 the coverages resulting from the Port Authority's status as an additional insured, or the coverage under the contractual liability endorsement described in subparagraph (a)(1), above, of this paragraph. The policies or policies of such 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 party shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority and against the Port

Authority by the Lessee, and shall also provide or contain a separation of insureds endorsement; but said endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured and/or loss payee, as applicable. Such insurance shall contain a provision that the insurer shall not, without obtaining express 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.”

3. Amendment to Section 3 of the Lease.

Section 3 of the Lease, entitled “*Term*”, is hereby amended by restating paragraph (b) in its entirety as follows:

“(b) Unless sooner terminated, the term of the letting under this Lease (i) with respect to Area IB (the Terminal 3 Site), shall expire on the earlier to occur of (x) the Terminal 3 Site Surrender Date and (y) December 31, 2017 and (ii) with respect to the balance of the premises let to the Lessee under the Lease, exclusive of Area IB, shall expire on December 31, 2020, upon all of the terms and conditions of the Lease as herein amended, it being understood that this extension of the Lease shall not be nor be deemed to be a waiver by the Port Authority of any breach or default of any agreement, term, covenant or condition of the Lease.”

4. Amendment to Section 4 of the Lease

Section 4 of the Lease, entitled “*Rentals*” is hereby amended as follows:

(a) Section 4(I)(a), entitled “*Ground Rentals: Area IA Ground Rental*” shall be amended by adding a new paragraph (b)(7) which shall read as follows:

“(7) Effective January 1, 2018, the annual rental rate for the Area IA Ground Rental shall be increased to the rate of (2.a.) per acre. As of each January 1 anniversary date thereafter during the term of the letting, the Area IA Ground Rental shall be an amount equal to the Area IA Ground Rental in effect during the preceding calendar year plus

(b) Section 4(II)(a), entitled “*Area IA Facility Rental*” shall be amended by amending and restating paragraph (a)(5) and by adding a new paragraph (a)(6) which paragraphs shall read as follows:

“(5) For the portion of the term of the letting hereunder commencing on January 1, 2013 to and including December 31, 2017, the Lessee hereby agrees to and shall pay to the Port Authority Area IA Facility Rental at the annual rate of

(6) For the portion of the term of the letting hereunder commencing on January 1, 2018 to and including December 31, 2018, the Lessee hereby agrees to and shall pay to the Port Authority Area IA Facility Rental at the annual rate equal to the amount in effect during the prior year plus (2.a.) As of each January 1

anniversary date thereafter during the term of the letting, the Area IA Facility Rental in effect for the succeeding year shall increase by four percent (4%).”

(c) Section 4(I)(e)(i), entitled “*Ground Rentals: Abatement*”, shall be amended by adding a new subparagraph (4), (5) and (6) which shall read as follows:

“(4) For the portion of the term from January 1, 2018 to December 31, 2018 at the daily rate of (2.a.)

(5) For the portion of the term from January 1, 2019 to December 31, 2019 at the daily rate of (2.a.)

(6) For the portion of the term from January 1, 2020 to December 31, 2020 at the daily rate of (2.a.)

(d) Section 4(II)(d)(i), entitled “*Facility Rentals: Abatement*”, shall be amended by amending and restating subparagraph (5) and by adding new subparagraph (6), (7) and (8) which shall read as follows:

“(5) For the portion of the term from January 1, 2013 to December 31, 2017 at the daily rate of (2.a.)

(6) For the portion of the term from January 1, 2018 to December 31, 2018 at the daily rate of (2.a.)

(7) For the portion of the term from January 1, 2019 to December 31, 2019 at the daily rate of (2.a.)

(8) For the portion of the term from January 1, 2020 to December 31, 2020 at the daily rate of (2.a.)

(e) A new Section 4 (IV) shall be added which shall read as follows:

“IV. *Area IB Abatement as of Demolition Commencement Date.*

As of the Demolition Commencement Date, the following shall occur with respect to Area IB Facility Rental and Area IB Ground Rental:

(i) the Lessee shall cease to incur an obligation to pay Area IB Facility Rental for the balance of the letting under this Agreement after such date. The Lessee shall continue to be liable for timely payment of Area IA Facility Rental incurred prior to the Demolition Commencement Date.

(ii) the Lessee’s obligation to pay Area IB Ground Rental shall continue to accrue after the Demolition Commencement Date, but its obligation to pay such Area IB Ground Rental shall be deferred during the period from the Demolition Commencement Date to the earlier of (A) the day preceding the second (2nd) anniversary of the Demolition Commencement Date and (B) the Terminal 3 Site Surrender Date (the “**Area IB Ground Rental Abatement Period**”). During the Area IB Ground Rental Abatement Period, the Area IB Ground Rental shall accrue at (1) the annual rental rate for Area IB Ground Rental otherwise in effect

during such period plus (2) interest on such Area IB Ground Rental at the rate on the coupon of longest maturity of the Series 8 Bonds, as such term is defined in the Terminal 4 Lease (such increased rental rate being called the “**First Deferred Area IB Ground Rental Rate**”). The aggregate amount of the Area IB Ground Rental that accrues during the Area IB Ground Rental Abatement Period shall be paid to the Port Authority in consecutive, equal monthly amounts, together with interest thereon, commencing on the first day of the first month after the expiration of the Area IB Ground Rental Abatement Period and, thereafter, on the first day of each month thereafter occurring through December 31, 2017; provided, however, if the Terminal 3 Site Surrender Date has not occurred by the end of the twenty-fourth (24th) month from and including the month in which the Demolition Commencement Date occurs then, commencing the first day of the twenty fifth (25th) month from and including the month in which the Demolition Commencement Date occurs, Area IB Ground Rental shall be deemed to have accrued, retroactively, during the period from the Demolition Commencement Date through the Terminal 3 Site Surrender Date at the rate of one hundred fifty percent (150%) of the Area IB Ground Rental rate otherwise in effect during such period, i.e., the Area IB Ground Rental provided for under Section 4(I)(c) of the Lease plus fifty percent (50%) of such Area IB Ground Rental (such increased rental rate being called the “**Second Deferred Area IB Ground Rental Rate**”). A retroactive adjustment to the Area IB Ground Rental shall be made at the Second Deferred Area IB Ground Rental Rate. The Lessee shall pay the Area IB Ground Rental in monthly installments at the Second Deferred Area IB Ground Rental Rate commencing with the first day of the twenty-fifth (25th) month except that, if the Terminal 3 Site Surrender Date has not occurred by the end of the thirtieth (30th) month from and including the month in which the Demolition Commencement Date occurs, then, within thirty (30) days after the expiration of the thirtieth (30th) month, the full amount of the Area IB Ground Rental accrued from and after the Demolition Commencement Date, at the Second Deferred Area IB Ground Rental Rate, shall be due and payable to the Port Authority in a single, lump sum payment. For the avoidance of doubt, Area IB Ground Rental shall continue to accrue after the Area IB Ground Rental Abatement Period and prior to the expiration of the 30th month from and including the month in which the Demolition Commencement Date occurs at the Second Deferred Area IB Ground Rental Rate, but a lump sum payment of accrued Area IB Ground Rental shall not be due unless the Terminal 3 Site Surrender Date does not occur by the last day of the thirtieth (30th) month from the Demolition Commencement Date. After the thirtieth (30th) month, if the Terminal 3 Site Surrender Date has not occurred, monthly payments of Area IB Ground Rental shall continue to accrue and be paid on the first day of each month occurring after such 30th month, until the Terminal 3 Site Surrender Date, at the Second Deferred Area IB Ground Rental Rate. Notwithstanding the provisions of this Section 4(IV) to the contrary, the Second Deferred Area IB Ground Rental Rate, as opposed to the First Deferred Area IB Ground Rental Rate, shall apply only if the failure or inability for the Terminal 3 Site Surrender Date to occur within 24 months from the Demolition Commencement Date is caused by the Lessee or its officers, directors, employees, representatives, agents, contractors, subcontractors or matters under the control of any of the foregoing. In all events, Area IB Ground Rental shall cease to accrue after the Terminal 3 Site Surrender Date. It is expressly agreed that no delay, condition relating construction work under the Anchor Tenant Agreement or Terminal 4 Lease, or force majeure event under the Anchor Tenant Agreement or Terminal 4 Lease shall constitute a force majeure event under the Lease, as amended.”

5. Amendment to Section 5 of the Lease

Section 5 of the Lease, entitled "*Use of Premises*", shall be amended to add a new paragraph at the end of Section 5 which provides as follows:

"As of the "2010 Expansion DBO", as such term is defined in the Fifth Supplemental Agreement to the Terminal 4 Lease, the Lessee shall be obligated to immediately cease its use of Area IB (including, but not limited to, cessation of its business of transportation by aircraft and cessation of concession operations); provided, however, that the Lessee shall be permitted to use Area IB (a) for those of its operations and activities necessary to prepare for, undertake and complete the 2010 Construction Work, and (b) if less than sixteen (16) Delta Gates (as such term is defined in the Anchor Tenant Agreement) are located at Terminal 4, for live hardstands, until sixteen (16) Delta Gates are located at Terminal 4, but use under this clause (b) shall only be permitted if (i) such use does not delay or unduly interfere with 2010 Construction Work activities) and (ii) at all times for such proposed use, there is maintained peak hour customer service levels in the Terminal 4 FIS Facility, Baggage and Ticketing hall processors (as such terms are defined in the ATA) at Level of Service C which shall have the meaning set forth in the IATA Airport Development Reference Manual. It is expressly agreed that any continued use of Area IB for hardstand use pursuant to clause (b), above, shall not constitute a force majeure event under the Lease, as amended."

6. Amendment to Section 15 of the Lease.

Section 15 of the Lease, entitled "*Joint Periodic Condition Survey*", shall be amended by adding a new paragraph (i) which shall read as follows:

"(i) In connection with the Condition Survey to be undertaken prior to the expiration date of the term of the letting under this Agreement, as described in subparagraph (b), above, the parties acknowledge that subparagraph (e), above, requires the Lessee to commence and complete all items and action required or recommended (in accordance with the standards of subparagraph (e) above) to be taken in the relevant Contract Condition Survey Report and within the time periods described in said subparagraph (e). The Port Authority hereby reserves the right to elect, in its sole and absolute discretion, to accept surrender of the Area IA premises by the Lessee at the expiration of the Agreement in a condition where the items and areas described in subparagraph (a)(1), above, while the same shall all be in good working condition, as applicable, but where not all of the work required or recommended in the relevant Contract Condition Survey Report is completed as otherwise required by subparagraph (e). In such event, the Port Authority shall so advise the Lessee in writing and the parties, thereafter, shall negotiate in good faith to determine a payment amount, and the due date therefor, that would be due and payable to the Port Authority by the Lessee, based on the findings of the Contract Condition Survey Report, in lieu of all the work that would otherwise be required to be completed by the Lessee in order for it to strictly comply with subparagraph (e), above. If the parties are unable to agree upon the amount of, and due date for receipt of, the payment to be made to the Port Authority in lieu of completing the work in strict compliance with subparagraph (e) within sixty (60) days of the date of the Port Authority's written notice described in the immediately preceding sentence, then the Lessee shall be obligated to perform all the work cited in the Contract Condition Survey Report in accordance with this Section as if such notice had not been

received from the Port Authority. For the avoidance of doubt, nothing in this paragraph (i) is intended to modify the provisions of Section 97 of the Lease, entitled "*Surrender of the Terminal 3 Site*", which controls with respect to the surrender of the Terminal 3 Site."

7. Amendment of Section 23A of the Lease

Section 23A of the Lease, entitled "*Security Deposit*", is hereby amended by amending and restating subsections (a) and (b) as follows:

"Section 23A. Security Deposit.

(a) The Port Authority and the Lessee are contemporaneously with the execution of this Lease entering into an agreement, dated as of the date of the Third Supplemental Agreement, and identified by Port Authority No. AX-852 (as the same may hereafter be supplemented, amended or extended, the "**Security Agreement**") covering certain agreements to which the Lessee is a party relating to use, occupancy or privileges at Port Authority facilities. The Lessee and the Port Authority hereby agree that all sums deposited by the Lessee as security as set forth in the Security Agreement shall be held and used by the Port Authority as security for the full, faithful and prompt performance of and compliance with, on the part of the Lessee, all of the terms, provisions, covenants and conditions of the Lessee in connection with this Lease, as well as the other agreements covered by such Security Agreement.

(b) Accordingly, notwithstanding anything to the contrary contained in this Lease, the Lessee hereby agrees that this Lease is one of the "Agreements", as such term is defined in the Security Agreement, and that a breach or failure to perform or comply with any of the terms and conditions of the Security Agreement including, without limitation, failure to provide a letter of credit in accordance with the terms and provisions of the Security Agreement at any time during the term under any of the Agreements 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, if not cured within any applicable grace period set forth in the Security Agreement, constitute a material breach of this Lease and the Security Agreement thereby entitling the Port Authority to immediately exercise any and all rights available to it including, without limitation, the right to terminate this Lease for cause."

8. Addition of Section 79 of the Lease.

A new Section 79 to the Lease, entitled "*OFAC Compliance*", shall be inserted and shall provide in its entirety as follows:

"Section 79. OFAC Compliance

(a) As of the Effective Date of the Third Supplemental Agreement, Lessee represents and warrants to the Port Authority that it (i) is not 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 or other regulation relating to national security or foreign policy (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, such persons being referred to herein as "Blocked Persons" and such regulations, statutes, executive orders and governmental actions related to national security, the violation of which would also constitute a violation of law, being referred to herein as "Blocked Persons Laws") and (ii) is not engaging in any dealings or transactions with Blocked Persons in violation of any Blocked Persons Laws. Lessee acknowledges that the Port Authority is entering into the Third Supplemental Agreement to the Lease 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 Third Supplemental Agreement.

(b) Lessee covenants that (i) during the term of the Lease it shall not become a Blocked Person and shall not engage in any dealings or transactions with Blocked Persons in violation of any Blocked Persons Laws. In the event of any breach of the aforesaid covenant, the same shall constitute an event of default and, accordingly, a basis for termination of the Lease by the Port Authority in accordance with Section 26 of the Lease, entitled "*Termination by the Port Authority*", in addition to any and all other remedies provided under the Lease or at law or in equity. The foregoing shall not constitute an acknowledgement by the Port Authority that such breach is capable of being cured.

(c) 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 paragraph. 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.

(d) The provisions of this Section shall survive the expiration or earlier termination of the Lease."

9. Amendment of Section 81 of the Lease.

Section 81 to the Lease, entitled "*Definitions*", shall be amended by adding the following definitions:

(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 with any governmental agencies (whether adopted or made with or without consideration or with or without compulsion), with any government agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, and in the event that there shall be more than one compliance standard, the standards that the Lessee shall comply with shall be those standards that achieve the level of Hazardous Substances required by the New York State Department of Environmental Conservation (“NYSDEC”), or any successor agency thereto, and, with respect to Remediation, for issuance of a written determination stating that no further action is required with regard to such Hazardous Substances; provided, however, that in all events, the standards that the Lessee shall comply with shall be those that, when complied with by the Lessee, would not be or become a breach or default under the Basic Lease in the judgment of the Port Authority, and those standards that would not result in or permit any encumbrance being placed on or with respect to the Airport or any portion thereof, such as but not limited to, the imposition of any deed restriction, any engineering or institutional controls or restrictions, limitations or conditions on the use and occupancy of the airport, the operations and activities that may be conducted thereon or upon any transfer of the Airport. The foregoing shall include, without limitation, the following:

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

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

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 *et seq.*; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 *et seq.*; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 *et seq.*; the Superfund Amendments and Reauthorization Act of 1986 (“SARA”), Section 2701 *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 *et seq.*; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the Toxic Substances

Control Act, 15 U.S.C. Section 2601 *et seq.*; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 *et seq.*; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment thereto, and the regulations adopted, guidances, memoranda and publications promulgated thereunder and all substitutions thereof.

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

(c) **"Remediate"** or **"Remediation"** shall mean 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, in each case, including, without limitation, any closure, restoration or monitoring, operations and maintenance activities that may be required by any Government Agency 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 Agency 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).

10. Addition of Section 84 of the Lease.

A new Section 84 of the Lease, entitled "*Storage Tanks*" shall be inserted and shall read in its entirety as follows:

"84. Storage Tanks

(a) Definitions. The following terms shall have the respective meanings set forth as follows:

"Discharge" for purposes of this Section shall mean the presence, pumping, pouring, venting, emitting, emptying, leakage, deposit, spill, discharge or other release of Hazardous Substances from Tanks or in connection with their use, operation, maintenance, testing or repair.

“**Tanks**” shall mean all underground storage tanks and all above-ground storage tanks installed in the premises as of the Effective Date, together with all underground storage tanks and all above-ground storage tanks installed in the premises during the period of permission, and their appurtenances, pipes, lines, fixtures and other related equipment.

“**Tank Claims**” shall have the meaning set forth in paragraph (f)(1), below.

(b) Lessee to Have Responsibility for All Tanks.

Notwithstanding any other facts or circumstances to the contrary, including without limitation any vesting of title to the Tanks in the City 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, the Section of Lease entitled “*Other Construction by the Lessee*”, and nothing in this Section shall be deemed to be permission or authorization to install any Tanks.

(c) Maintenance of Tanks.

Without limiting the generality of any of the provisions of 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. 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. Further, Lessee shall provide to the Port Authority copies of all annual testing final reports, tank certified engineering drawings, and regulatory submissions prepared in connection with meeting all applicable Environmental Requirements.

(d) Removal.

(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 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.

(e) Compliance with Environmental Requirements. 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 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 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.

(f) Lessee's Assumption of Risks.

(1) 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, Remediation costs, court costs and litigation expenses), all claims and demands, just or unjust, of third persons (such claims and demands, "Tank Claims") including, but not limited to, those for personal injuries (including death), property damages, or environmental impairment, arising or alleged to arise out of or in any way related to, the failure of the Lessee to comply with each and every term and provision of this Section, or the Tanks, or any Discharge, or any lawsuit brought or threatened, settlement reached or any governmental order relating to the Tanks or a Discharge, or any violation of any Environmental Requirement or demands of any Governmental Authority based upon or in any way related to the Tanks or a Discharge, and whether such arise out of the acts or omissions of the Lessee or of the contractors of the Lessee or of third persons or out of the acts of God or the public enemy or otherwise including Tank Claims by the City of New York against the Port Authority pursuant to the provisions of the Basic Lease whereby the Port Authority has agreed to indemnify the City of New York 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 Tank Claim (even if such Tank Claim is groundless, false or fraudulent) and in handling such it shall not without first having express advance permission from the General Counsel of the Port Authority raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(3) The terms and conditions of this paragraph (f) are intended to allocate obligations and responsibilities between the Lessee and the Port Authority only, and nothing in this paragraph (f) 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.

(g) **Survival of Obligations.** The Lessee's obligations under this Section shall survive the expiration or earlier revocation or termination of the Lease.

(h) **Port Authority-directed Testing and Remediation.** In addition to the requirements of the Section hereof entitled "*Compliance With Governmental Requirements*" and paragraph (e) 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 reasonable testing of the soil, subsoil and ground water of the premises at or near the Tanks and of such surrounding area as the Port Authority shall direct, and (ii) to Remediate any Discharge, regardless of whether any Environmental Requirement or Governmental Authority shall require such testing or Remediation, which testing 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. All Remediation required by this Section shall be to levels, within a time frame, and in a manner necessary in the judgment of the Port Authority for it to be at all times in compliance with the Basic Lease;

(i) **Preventive Measures.** In the Lessee's use and operation of the Tanks, the Lessee shall not permit any Hazardous Substance from entering the ground and, accordingly, shall take appropriate preventive measures including, without limitation, installing appropriate spill and overfill devices and placing an impervious material, such as asphalt or concrete, over the ground area above or under and in the vicinity of the Tanks, all subject to the Sections of the Lease entitled "*Compliance with Governmental Requirements*" and "*Other Construction by the Lessee*".

11. Amendment to Section 88 of the Lease.

Section 88 of the Lease, entitled "*Lessee's Capital Investment and Port Authority's Additional Rights of Termination*", shall be amended by adding subparagraphs (g), (h), and (i) which shall read as follows:

“(g) (1) The Lessee agrees to make a Capital Investment, as hereinafter defined, at the premises to complete the 2010 Construction Work (including without limitation submitting to the Port Authority the certifications and supporting materials therefor as set forth in paragraph (g) below) of approximately (which Capital Investment is hereinafter called the “2010 Capital Investment”). The Lessee’s cash contribution to the total cost of the 2010 Phase I Project shall in all events be no less than

(2.a.)

(2) Notwithstanding the Lessee’s obligation to make the 2010 Capital Investment and complete the 2010 Construction Work, the Port Authority agrees to use diligent efforts to submit an application to the Federal Aviation Administration (“FAA”) to obtain approval to apply PFC funds up to _____ for (a) PFC-eligible construction work performed by the Lessee at the PAF Site, as such term is defined in the ROE Agreement, together with related costs of the type included in the 2010 Capital Investment and described in Section 88(h)(ii) of the Lease and (b) that portion of the 2010 Construction Work that excludes (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, and (iv) any non-PFC eligible financing cost component of the 2010 Capital Investment. Such aforesaid exclusions shall include all Remediation and other environmental-related liabilities and obligations for which the Lessee is responsible under (a) the ROE Agreement, (b) Section 83 of the Lease, whether relating to Area IA or Area IB, including, therefore, without limitation, (x) all costs and expenses associated with closing open spills at the Terminal 3 Site and (y) all other Remediation which is occasioned by, arises out of, or relates to the 2010 Construction Work, whether above-ground or below-ground (excluding asbestos abatement and removal at Terminal 3 and excluding “universal waste” within Terminal 3). By way of example, but not limitation, the Port Authority PFC application would seek approval for PFC funding of the 2010 Construction Work relating to Terminal 3 Site work (except Remediation and other items identified in clauses (i)-(iv), as aforesaid), Terminal 3 utility work, Terminal 3 demolition, Terminal 3 asbestos abatement work, and Terminal 3 ramp paving for aircraft parking. The Port Authority’s PFC application, and PFC funds, shall not apply to any (a) improvement at the Airport which was PFC-funded and as to which the useful life has not expired or (b) component of the 2010 Phase I Project which occurs on or at Terminal 4. Upon any determination by the FAA that all or a part of the portion of the PFC-eligible construction work performed by the Lessee at the PAF Site or the 2010 Capital Investment to be funded by PFCs is so eligible and FAA-approved to be paid or reimbursed through PFCs (“**Eligible PFC Construction Work**”), the Port Authority agrees to reimburse the Lessee on a monthly basis, up to (2.a.) _____ from PFC funds it has collected, for Eligible PFC Construction Work. In this connection, the Lessee acknowledges that, as of the date of the Third Supplemental Agreement, there are other projects at Port Authority facilities as to which PFC funding has previously been deemed eligible and which have received approval from the FAA and, subsequent to this Third Supplemental Agreement but prior to the time full reimbursement for Eligible PFC Construction Work shall have been made to the Lessee, there likely shall be other projects at Port Authority facilities as to which PFC funding is deemed eligible and which are submitted by the Port

Authority for approval from the FAA prior to or contemporaneously with the Eligible PFC Construction Work or for other airport terminal projects. The Lessee understands and acknowledges that any monthly reimbursement to the Lessee pursuant to this Section shall not be a fixed amount but shall vary from month to month and, additionally, that the Port Authority's determination of the appropriate amount to reimburse the Lessee for Eligible PFC Construction Work in any month shall be relative to, and in the context of, the application by it of PFC funds for other PFC-qualifying projects submitted by the Port Authority for approval from the FAA prior to or contemporaneously with the Eligible PFC Construction Work or for other airport terminal projects. Accordingly, following approval by the FAA of the Port Authority PFC application to use PFC funds on Eligible PFC Projects, PFC reimbursement to the Lessee shall be made as follows. Within forty five (45) days after the end of the calendar month in which the Lessee submits an invoice for reimbursement of expenditures related to Eligible PFC Construction Work, provided such invoice is in a form and includes such back-up documentation and detail reasonably acceptable to the Port Authority, the Port Authority will pay the Lessee the lesser of (a) the invoiced amount or (b) a *pro rata* amount, calculated by multiplying the total PFC collections during the calendar month following the calendar month in which the Lessee submitted the invoice, together with any other PFCs previously collected and unspent, by a fraction of which (i) the numerator shall be the total of all invoices submitted by the Lessee to the Port Authority that are eligible for PFC-reimbursement and for which reimbursement has not yet been made by the Port Authority, and (ii) the denominator shall be the total of all eligible Port Authority PFC expenditures not yet reimbursed for PFC-qualifying projects submitted by the Port Authority for approval from the FAA prior to or contemporaneously with the Eligible PFC Construction Work or for other airport terminal projects. Any difference between the Lessee's invoiced amount and the Lessee's reimbursed amount shall be included in the following month's calculation of the Lessee's *pro rata* amount. In the event that all unreimbursed invoiced amounts in any month is (i) equal to the balance remaining to be reimbursed to the Lessee for all Eligible PFC Construction Work and (ii) less than or equal to \$1,000,000, the Port Authority shall pay the Lessee the invoiced amount, without regard to *pro ration*.

(3) The Lessee expressly agrees that it shall not, directly or through a third party, request Port Authority financing or other funding from the Port Authority (whether in the form of construction reimbursement, loans, rent offsets, rent credits, or otherwise) for any portion of the 2010 Construction Work that is not covered by Eligible PFC Construction Work, and the Port Authority shall not be obligated to consider, respond to, negotiate with Lessee as to, or seek approval of its Board of Commissioners in connection with, any such request. It is expressly understood and agreed by the Lessee that the sole source of reimbursement by the Port Authority for any costs and expenses incurred by it for any portion of the 2010 Construction Work or 2010 Capital Investment shall be from PFC funds, and only if and to the extent the same are approved by the FAA. Further, the Lessee expressly agrees that it is obligated to perform and complete the 2010 Construction Work in a timely and diligent manner, at its sole cost and expense, regardless of when or whether the FAA determines whether or not there is any Eligible PFC Construction Work.

(h) Without limiting and in addition to any other right or remedy of the Port Authority, in the event that the Terminal 3 Site Surrender Date including, without limitation, submitting to the Port Authority the certifications and supporting materials therefor as set forth in

paragraph (i), below, has not occurred by December 31, 2017, then upon the occurrence of such event, or at any time thereafter for so long as the Terminal 3 Site Surrender Date shall not have occurred, the Port Authority may, upon thirty (30) days' notice to the Lessee, terminate the term of the Lease and the letting thereunder with respect to all or such portion or portions of the premises as shall be set forth in the Port Authority's said notice of termination to the Lessee, the letting as to all of such portion or portions of the premises shall be deemed terminated and the Lessee shall thereafter be a holdover tenant, on a month-to-month periodical basis, of the Port Authority of such portion or portions of the premises.

(i) As used in this Lease with respect to the 2010 Construction Work, the Lessee's "2010 Capital Investment" shall mean:

(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, whether prior to or following the effective date of the Third Supplemental Agreement (but not earlier than Port Authority authorization for the Third Supplemental Agreement on August 5, 2010), in connection with the 2010 Construction Work;

(ii) the payments made and expenses incurred by the Lessee, in connection with the 2010 Construction Work, whether prior to or following the effective date of the Third Supplemental Agreement (but not earlier than Port Authority authorization for the Third Supplemental Agreement on August 5, 2010), for engineering, architectural, professional and consulting services, and the supervision of construction (which term shall be understood to include demolition), inclusive of sales, use and like taxes where applicable, it being understood that payments under this item (ii) shall not exceed sixteen percent (16%) of the sum of the amounts described in item (i), above;

and, further, in each case, as the aforementioned amounts and payments 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 and in appropriate format as may be required, in the judgment of the Port Authority, for PFC purposes, 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 duplicates 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 and payments therein set forth constitute the Lessee's 2010 Capital Investment arising out of the performance of the construction work. The Lessee shall keep a separate accounting of the Lessee's 2010 Capital Investment which accounting 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, whichever is later, and shall be subject to the audit and inspection of the Port Authority, its representatives and employees; provided, however, on the condition that the Lessee shall pay to the Port Authority all travel costs and expenses as determined by the Port Authority for 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 office at 1030 Delta Boulevard, Hartsfield Atlanta International Airport, Atlanta, Georgia 30320."

12. Amendment to Section 93 of the Lease

Section 93 of the Lease, entitled "*Pedestrian Connector*", shall be amended by adding subparagraph (d) which shall read in its entirety as follows:

"(d) (1) As part of the 2010 Construction Work, (i) Lessee acknowledges that (i) Lessee shall design, construct and complete a new secure Terminal 2-4 Pedestrian Connector (from an intermediate point on the Pedestrian Connector to Terminal 4) and (ii) in connection with the demolition of Terminal 3, Lessee shall remove the portion of the Pedestrian Connector between the intermediate point on the Pedestrian Connector and Terminal 3. The Terminal 2-4 Pedestrian Connector refers to an elevated, enclosed bridge and its foundations, supports, utility systems, equipment and appurtenances. Notwithstanding anything to the contrary stated in the ATA, the Terminal 2-4 Pedestrian Connector shall be designed, constructed and completed in accordance with this Lease and the applicable Port Authority standards and application process and in the event of a conflict between the ATA and this Lease, the provisions of this Lease shall be determinative and controlling.

(2) (a) The Pedestrian Connector and Terminal 2-4 Pedestrian Connector shall be subject to a joint and mutual easement as pedestrian passageways to be used jointly by the Lessee on one hand and by the Port Authority and any lessee(s), sublessee(s), occupant(s) or user(s) on the other hand who pursuant to Port Authority permission may lease, rent, occupy or use Terminal 4. Such joint and mutual easements shall be for the provision to the Lessee ingress to and egress from Terminals 2 and 3 on the one hand and Terminal 4 on the other hand and for the provision to the Port Authority and such lessee(s), sublessee(s), occupant(s) or user(s) of ingress to and egress from Terminal 4 on the one hand and Terminals 2 and 3 on the other hand. The aforementioned joint and mutual easements shall remain in effect subsequent to the demolition by the Lessee of Terminal 3, during the course of the 2010 Construction Work, except for that portion of the Pedestrian Connector that shall be demolished in connection with the demolition of Terminal 3.

(b) Effective as the Effective Date of this Third Supplemental Agreement, and for so long as the Terminal 2-4 Pedestrian Connector (once constructed) remains in place (subject to restoration after a casualty), the Terminal 2-4 Connector Area shall be subject to a leasehold easement in favor of the Lessee for the purpose of constructing, maintaining, repairing and rebuilding the portion of the Terminal 2-4 Pedestrian Connector located in the Terminal 2-4 Pedestrian Connector Area, including attaching the Terminal 2-4 Pedestrian Connector to Terminal 4.

(3) The Lessee shall have sole responsibility, at its own cost and expense, to care for, maintain, repair and rebuild in accordance with the terms and provisions of the Lease all portions of the Pedestrian Connector and Terminal 2-4 Pedestrian Connector

throughout the term of the Lease (except that portion of the Pedestrian Connector which is to be demolished in connection with the demolition of Terminal 3). With respect to the portion of the Terminal 2-4 Pedestrian Connector located within Terminal 4 in the Terminal 2-4 Connector Area, the Lessee shall cooperate with the Port Authority and any lessee(s), subuser(s), occupant(s) or user(s) who pursuant to Port Authority permission may lease, rent, occupy or use Terminal 4 in the care, maintenance, repair and rebuilding of the portion of the Terminal 2-4 Pedestrian Connector located in the Terminal 2-4 Pedestrian Connector Area. The parties contemplate that, after the effective date of the ATA and continuing after the expiration or termination of this Lease, the Lessee shall be conducting operations at and from Terminal 4, and throughout the period of its operations at Terminal 2 and/or Terminal 4, the Lessee's responsibilities with respect to the Pedestrian Connector and the Terminal 2-4 Pedestrian Connector, as aforesaid, shall remain solely with Lessee under its agreement(s) relating to its operations at Terminal 4. The Lessee covenants that it shall include in the ATA, any replacement lease with any successor terminal operator of Terminal 4, and any agreement the Lessee shall enter into with any lessee, subuser, occupant or user of Terminal 4 terms and provisions that require its continued responsibility, at its own cost and expense, to care for, maintain, repair and rebuild the Terminal 2-4 Pedestrian Connector and the remaining portion of the Pedestrian Connector, as aforesaid. Notwithstanding the preceding sentence, the Lessee shall be obligated to demolish the Terminal 2-4 Pedestrian Connector and the remaining portion of the Pedestrian Connector, at its sole cost and expense, at the expiration or termination of the Lease unless otherwise directed to the contrary in writing by the Port Authority, and if the Port Authority directs that the Terminal 2-4 Pedestrian Connector and/or remaining portion of the Pedestrian Connector not be so demolished, then Lessee's obligations to maintain, repair and rebuild same shall immediately cease except for the fulfillment of its obligations pursuant to Section 15 of the Lease, entitled "*Joint Periodic Condition Survey*", which shall survive.

13. Addition of Section 97 to the Lease.

A new Section 97 shall be added to the Lease which shall state in its entirety as follows:

"Section 97. Surrender of the Terminal 3 Site; Terminal 3 Site Surrender Remediation Action Plan.

(a) Upon the completion of the 2010 Construction Work in accordance with the Third Supplemental Agreement, the Lessee shall surrender the Terminal 3 Site and the letting hereunder and all of its rights with respect thereto under this Lease, immediately after which the grant of the license to the Lessee, pursuant to the terms of the Aircraft Parking Permit, shall be effective. In this connection, the Lessee shall send written notice to the Port Authority (the "**Terminal 3 Site Surrender Notice**") that it has completed the 2010 Construction Work in accordance with the Third Supplemental Agreement. The Port Authority shall not be obligated to accept surrender of the Terminal 3 Site unless and until it has (i) received the Terminal 3 Site Surrender Notice, (ii) received the Terminal 3 Site Surrender Remediation Action Plan (as hereinbelow defined), and (iii) determined in its sole discretion that the 2010 Construction Work has been so completed and, in this connection, the 2010 Construction Work shall be deemed not to have been completed if the Remediation of the Terminal 3 Site, including without limitation the clean-up and closing of all spills and the

obtaining of a “no further action” status from the NYSDEC with respect to all spills reported to the NYSDEC, has not been completed. The aforesaid obligation to fully complete all Remediation of the Terminal 3 Site as of the date of the Terminal 3 Site Surrender Notice may exclude only such ongoing monitoring and natural attenuation as is described in an environmental remediation action plan approved in writing by the Port Authority (the “**Terminal 3 Site Surrender Remediation Action Plan**”), which pre-approved plan shall be delivered to the Port Authority prior to, or together with, the Terminal 3 Site Surrender Notice. The Lessee shall be fully responsible for all costs associated with any ongoing monitoring, reporting and closure activities relating to or resulting from such spills, and shall complete all necessary remedial actions, monitoring and reporting necessary to obtain such “no further action” status. Upon the acceptance by the Port Authority of the surrender of the Terminal 3 Site, the Port Authority shall issue a written notice to such effect (the “**Terminal 3 Site Surrender Acceptance Notice**”).

(b) Effective as of the date and time stated in the Terminal 3 Site Surrender Acceptance Notice (which date and time are hereinafter collectively called the “**Terminal 3 Site Surrender Date**”), the Lessee shall and be deemed to have granted, bargained, sold, surrendered and yielded up and by these presents have granted, bargained, sold, surrendered and yielded up unto the Port Authority, its successors and assigns, forever, its rights in the Terminal 3 Site and the term of years with respect thereto under the Lease, as amended, yet to come and shall and be deemed to have 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, as amended, with respect to the Terminal 3 Site, all to the intent and purpose that the said Terminal 3 Site term of letting under the Lease, as amended, and the said rights of renewal, licenses, privileges and options may be wholly merged, extinguished and determined on the Terminal 3 Site Surrender Date, with the same force and effect as if the said Terminal 3 Site term were in and by the provisions of the Lease, as amended, originally fixed to expire on the Terminal 3 Site Surrender Date, but the Lease and the letting thereunder, as amended, shall continue in full force and effect as to the remainder of the premises under the Lease, as amended, and in accordance with all the terms and provisions thereof. The Aircraft Parking Permit shall become effective at 12:01 a.m. on the day immediately following the Terminal 3 Site Surrender Date.

(c) 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 Terminal 3 Site or the Lessee’s leasehold therein, has been or shall be encumbered as of the Terminal 3 Site Surrender Date in any way whatsoever (other than pursuant to the rights granted pursuant to the Aircraft Parking Permit); (y) the Lessee is and will remain until the Terminal 3 Site Surrender Date the sole and absolute owner of the leasehold estate in Terminal 3 Site and of the rights, rights of renewal, licenses, privileges and options granted by the Lease, as amended, with respect thereto and that the same area is and will remain until the Terminal 3 Site Surrender Date free and clear of all liens and encumbrances of whatsoever nature (other than pursuant to the rights granted pursuant to the Aircraft Parking Permit); and (z) the Lessee has full right and power to make this agreement.

(d) All promises, covenants, agreements and obligations of the Lessee with respect to Terminal 3 Site which under the provisions thereof would have matured upon the date originally fixed in the Lease for the expiration of the Terminal 3 Site 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 Terminal 3 Site Surrender Date and shall survive the delivery of the Terminal 3 Site Termination Notice by the Port Authority to the Lessee.

(e) As of the Terminal 3 Site Surrender Date, the Lessee shall and shall have released and discharged and does by these presents release and discharge the Port Authority from any and all obligations on the part of the Port Authority to be performed under the Lease, as amended, with respect to Terminal 3 Site after the Terminal 3 Site Surrender Date. 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, as amended, with respect to Terminal 3 Site for that portion of the Terminal 3 Site term subsequent to the Terminal 3 Site 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 Terminal 3 Site Surrender Date, or for breach of any other obligation on the Lessee's part to be performed under the Lease, as amended, 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 the Terminal 3 Site or for breach of any other obligation on the Lessee's part to be performed under the Lease, as amended.

(f) The Lessee hereby agrees to terminate its occupancy of Terminal 3 Site and to deliver actual, physical possession of Terminal 3 Site to the Port Authority, on the Terminal 3 Site Surrender Date, in the condition required by the Lease upon surrender including, without limitation, in the condition representing completion of the 2010 Construction Work, subject only to the proviso in paragraph (a), above, of this Section relating to incomplete cleanup of spills as of the Terminal 3 Site Surrender Date. The Lessee further agrees that it shall remove all of the Lessee's personal property from Terminal 3 Site prior to the Terminal 3 Site Surrender Date (other than personal property that is to be used in connection with the Aircraft Parking Permit), and all the terms and conditions of Section 29 of the Lease with respect to termination of the letting shall apply to any of the Lessee's personal property not so removed.

(g) The Lessee hereby acknowledges that each and every term, provision and condition of the Lease, as amended, shall continue to apply to the premises remaining after the termination of Terminal 3 Site.

(h) From and after the Terminal 3 Site Surrender Date, (i) Area IB Ground Rental shall cease to accrue and (ii) the Aircraft Parking Permit shall automatically become effective pursuant to the terms of the Aircraft Parking Permit.

14. Addition of Section 98 to the Lease.

A new Section 98 shall be added to the Lease which shall state in its entirety as follows:

“Section 98. Taxilane Easement; Aircraft Parking Easement.

(a) Taxilane Easement.

The strips of land identified as “West Easement” and “East Easement” on the drawings attached hereto as Exhibit S3-98-1 and Exhibit S3-98-2 , which includes the portion of the Terminal 3 Site shown in diagonal hatching (“**Terminal 3 Easement Site**”) on Exhibit S3-98-1 and the portion of premises covered under the Terminal 4 Lease shown in diagonal hatching on Exhibit S3-98-2 (“**Terminal 4 Easement Site**”), shall be subject to an easement for use as a taxilane (the “**Taxilane Easement**”) in favor of the Port Authority, lessee(s), sublessee(s), occupant(s) or user(s) who pursuant to Port Authority permission may lease, rent, occupy or use Terminal 4 (“**Terminal 4 Easement Users**”) for purposes of ingress to and egress from Terminal 4, and in favor of the Lessee for the purposes of ingress to and egress from the Terminal 3 Site, and may be used jointly by the Lessee and the Terminal 4 Easement Users, 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.

(b) Aircraft Parking Easement.

Effective as of the Effective Date, the Lessee acknowledges and agrees that the portion of the Terminal 3 Site shown in cross-hatching on Exhibit S3-98-1 shall be subject to a non-exclusive easement in favor of the Port Authority and lessee(s), sublessee(s), occupant(s) or user(s) who pursuant to Port Authority permission may lease, rent, occupy or use Terminal 4 for the purposes of the parking of aircraft at the contiguous aircraft building gate positions at Terminal 4, and related operations (the “**Aircraft Parking Easement**”).

15. Addition of Section 99 to the Lease.

A new Section 99 shall be added to the Lease which shall state in its entirety as follows:

“99. Addition to Area IB 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 subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as herein amended, the Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority the two additional open areas shown in shading on Exhibit S3-99-1, page 1 of 2 (such areas being sometimes hereinafter collectively called “**Additional Area IB**”), together with the structures, fixtures, improvements and other property, if any, of the Port Authority located or to be located therein or thereon, to be and become a part of Area IB and, accordingly, part of the premises under the Lease as herein amended from and after 12:01 o’clock A.M. on the Effective Date of

this Third Supplemental Agreement (such date sometimes hereinafter in this Third Supplemental Agreement called the “**Additional Area IB Commencement Date**”) let to the Lessee, subject to and in accordance with all of the terms, provisions, covenants and conditions of the Lease as herein amended, for and during the remainder of the term of the letting of Area IB under the Lease as herein amended, unless sooner terminated. The parties acknowledge that Additional Area IB, as well as the premises heretofore covered by the Lease, constitute non-residential real property.

(b) The Additional Area IB shall be used solely as space over which the Terminal 2-4 Pedestrian Connector shall be constructed, located and maintained, and for no other purpose or purposes whatsoever.

(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 suitability of Additional Area IB for the operations permitted thereon by the Lease as herein amended. The Lessee agrees that no portion of Additional Area IB 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.

(d) The Port Authority shall deliver Additional Area IB or any portion thereof in its “as is” condition. The Lessee acknowledges that prior to the execution of this Third Supplemental Agreement it thoroughly examined and inspected Additional Area IB and found the same in good order and repair and determined the premises to be suitable for the Lessee’s operations hereunder. The Lessee agrees to and shall take the said premises in such “as is” condition. The Port Authority shall have no obligation for finishing work or for preparation of any portion of Additional Area IB for the Lessee’s use. All provisions of the Lease as herein amended that apply to Area IB shall apply to Additional Area IB, of which it is a part, other than the specific use to which Additional Area IB shall be put (as set forth in subparagraph (b), above), the Ground Rent applicable to Additional Area IB (as set forth in subparagraph (e), below), and the abatement rate applicable to Additional Area IB (as set forth in subparagraph (f), below).

(e) Rentals.

(1) For the portion of the term of the letting commencing on the Additional Area IB Commencement Date, in addition to all other rentals payable under the Lease as herein amended, the Lessee agrees to and shall pay to the Port Authority Area IB Ground Rental for Additional Area IB at the annual rate of (2.a.) as follows, payable in advance at the time and in the manner required for the payment of Area IB Ground Rental under the Lease.

(2) Effective on January 1, 2011 and thereafter on the first day of the month in each succeeding year during the term of the letting hereunder, rental for the

Additional Area IB shall be increased in accordance with the escalation provisions set forth in Section 4(I)(c) of the Lease, applicable to the Area IB Ground Rental.

(3) Section 2(IV), entitled "*Area IB Abatement as of Demolition Commencement Date*", shall apply to Additional Area IB in the same manner that it applies to the balance of Area IB, to which Additional Area IB shall constitute a part.

(f) Abatement.

In the event that the Lessee shall at any time by the provisions of the Lease become entitled to an abatement of Ground Rentals, said abatement for the Additional Area IB shall be computed at the same daily rate as shall apply with respect to the balance of Area IB. The parties acknowledge that, as of the Additional Area IB Commencement Date, abatement for the Additional Area IB shall be at the daily rate of \$

16. Renumbering of Entire Agreement Section

Section of the Lease, entitled "*Entire Agreement*", shall be deemed renumbered as "Section 100" and the number "97" appearing in the second (2nd) line thereof shall be deleted and the number "100" substituted in lieu thereof.

17. Cross-Default between Lease and ATA.

Without limiting the generality of Section 26 of the Lease, entitled "*Termination by the Port Authority*" or any other rights or remedies of the Port Authority under the Lease or in law or equity, the Lessee shall be deemed to have breached the Lease, as amended, in the event that the Lessee shall have either (a) breached any of its obligations or defaulted under the Aircraft Parking Permit or (b) breached any of its obligations or defaulted under the ATA, in either case after the expiration of any applicable cure period. It is expressly agreed, therefore, that the Lease, as amended, and the Aircraft Parking Permit, in the first instance, and the Lease, as amended, and the ATA, in the second instance, shall be cross-defaulted.

18. Cost of the Design Work.

Contemporaneously with the execution and delivery of this Agreement, the Lessee shall wire transfer to the Port Authority, in accordance with Section 46 of the Lease, entitled "*Place of Payments*" (as amended by the Second Supplemental Agreement thereto), the sum of (2.a.)

as repayment to the Port Authority for the Cost of the Design Work, as defined in Section 95 of the Lease, entitled "*Design Payments for a Portion of the Cost of the Design Work*".

19. **Amendment and Addition to the Lease Exhibits.**

The following Exhibits are attached to this Third Supplemental Agreement:

Schedule E	Affirmative Action-Equal Opportunity-Minority Business Enterprises-Women-Owned Business Enterprises Requirements
Exhibit 2(k)	2010 Basis of Design
Exhibit 2(L)	Taxiway-HA
Exhibit93-1	Terminal 2-4 Pedestrian Connector
Exhibit93-2	Terminal 2-4 Pedestrian Connector Area
Exhibit S3-98-1	Terminal 3 Easement Site
Exhibit S3-98-2	Terminal 4 Easement Site
Exhibit S3- 99-1	Additional Area IB

20. **Effect of Amendments.**

Except as hereby amended, all of the terms, covenants, provision, conditions and agreements of the Lease shall be and remain in full force and effect.

21. **Broker.**

Each party represents and warrants that to the other party that no broker has been concerned in the negotiation of this Third 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 all claims for commissions or brokerage fees made by any and all persons, firms or corporations whatsoever for services provided to the indemnifying party in connection with the negotiation or execution of this Third Supplemental Agreement.

22. **No Personal Liability.**

No Commissioner, director, officer, agent or employee of any party to this Third Supplemental Agreement shall be charged personally, or held contractually liable by or to any other party under any term or provision of this Third Supplemental Agreement, or because of its or their execution or attempted execution, or breach of any breach or attempted or alleged breach thereof.

23. **Lease in Full Force and Effect.**

As hereby amended, all of the terms, provisions, covenants and conditions of the Lease are incorporated herein by reference, shall continue in full force and effect, and shall, in accordance with this Third Supplemental Agreement, apply to the Terminal 3 Site, including

without limitation, the termination rights of the Port Authority and the Lessee set forth in Sections 20, 43, 50 and 83 to the Lease.

24. Miscellaneous.

(a) Construction and Application of Terms.

(i) The Section and paragraph headings, if any, in this Third Supplemental 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.

(ii) 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 Third Supplemental Agreement stated, shall have the same force and effect as if herein set forth in full.

(iii) If any clause, provision or section of this Third Supplemental 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.

(iv) 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.

(v) Nothing contained herein shall be deemed or construed to be an undertaking or covenant for the benefit of any third party.

(vi) 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 Third Supplemental Agreement or any amendments, addenda or supplements hereby or any Exhibits or Schedules hereto.

(b) Entire Agreement. This Third 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 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 this Third Supplemental Agreement.

(c) Counterparts. This Third 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.

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

ATTEST:

Louise S. Heffler
Assistant Secretary

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By: David Kagan
Name: David Kagan
Title: Assistant Director
Business Properties & Airport Development
(Seal)

ATTEST:

John M. Davidson
Assistant Secretary

DELTA AIR LINES, INC.

By: John W. Boatright
Name: John W. Boatright
Title: Vice President - Corporate Real Estate

(Corporate Seal)

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:
<u>[Signature]</u>	<u>[Signature]</u>

Schedule E

**Affirmative Action-Equal Opportunity-Minority Business Enterprises
Women-Owned Business Enterprises Requirements**

SCHEDULE E

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY---MINORITY BUSINESS ENTERPRISES ---WOMEN-OWNED BUSINESS ENTERPRISES REQUIREMENTS

PART I. AFFIRMATIVE ACTION GUIDELINE-EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Port Authority hereby requires Delta Air Lines, Inc. (hereinafter called "Airline"), and Airline shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Schedule E and in the Letter Agreement to which this Schedule is attached. 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 Airline as well as each bidder, contractor and subcontractor of the Airline 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 Airline 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 Airline 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 Airline 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 Airline and the Airline shall provide written notification to the Port Authority's Aviation Department and Office of Business and Job Opportunity 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 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 Airline 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-terminal 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 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 non-segregated 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 Airline. 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 Airline 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 AND WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Port Authority requires the Airline and the Airline shall itself and shall require that any Contractor utilized by the Airline to perform contract work ("the work") on the Premises including without limitation construction work to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the 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:

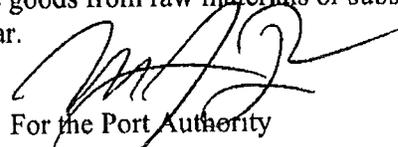
- (a) Dividing the work to be subcontracted into smaller portions where feasible.
- (b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing 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 Airline 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, preferably bi-weekly, and that retainage is paid to MBEs and WBEs when they have completed their work.
- (g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.
- (h) Requiring each contractor to submit to the Airline with each payment request evidence that all MBE and WBE Contractors have been paid in accordance with their contract.

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, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Airline. 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 the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications.

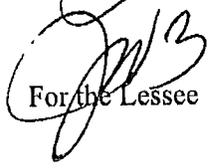
Only MBE's and WBE's certified by the Port Authority will count toward the MBE and WBE goals.

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

Initialed:



For the Lessee

Exhibit 2(k)

2010 Basis of Design

PASSENGER BRIDGE T2 / T4
JOHN F. KENNEDY INTERNATIONAL AIRPORT

Basis of Design

ARCHITECT
Skidmore, Owings & Merrill LLP
New York, New York

STRUCTURAL ENGINEER
Skidmore, Owings & Merrill LLP
New York, New York

MEP ENGINEER
WSP Flack + Kurtz
New York, New York

CIVIL ENGINEER
ARUP
New York, New York

BUILDING TRANSPORTATION SYSTEMS ENGINEER
VDA Associates
New York, New York

Signage and Wayfinding
Steven Abel LLC
Jersey City, New Jersey

Initialed: 
For the Port Authority

For the Lessee

December 6, 2010

PASSENGER BRIDGE T2 / T4

JOHN F. KENNEDY INTERNATIONAL AIRPORT

Basis of Design

ARCHITECT

Skidmore, Owings & Merrill LLP
New York, New York

STRUCTURAL ENGINEER

Skidmore, Owings & Merrill LLP
New York, New York

MEP ENGINEER

WSP Flack + Kurtz
New York, New York

CIVIL ENGINEER

ARUP
New York, New York

BUILDING TRANSPORTATION SYSTEMS ENGINEER

VDA Associates
New York, New York

Signage and Wayfinding

Steven Abel LLC
Jersey City, New Jersey

Initialed:

For the Port Authority



For the Lessee

December 6, 2010

Basis of Design Narrative

CHAPTER 1 General Information

- A. Project Introduction**
- B. Applicable Regulations and Codes**
- C. Program Summary**
- D. Area Calculations**

CHAPTER 2 Project Elements

- A. Substructure**
 - A10 Foundations
- B. Shell**
 - B10 Superstructure
 - B20 Exterior Enclosure
 - B30 Exterior Stairways
 - B40 Roof System
 - B50 Façade Maintenance System
 - B60 Exposed Structural Steel Paint Finish
 - B70 Mock-Ups
- C. Interiors**
 - C10 Interior Finishes
- D. Services**
 - D10 Conveying Systems
 - D20 Plumbing Systems
 - D30 Mechanical Systems
 - D40 Fire Protection Systems
 - D50 Electrical Systems
 - D60 Communications and Security
- E. Building Sitework**
 - E10 Site Preparation
 - E20 Site Pavement
 - E30 Site Utilities
 - E40 Site Stormwater

CHAPTER 1 General Information

A. PROJECT INTRODUCTION

1. General:

The Basis of Design description is intended to outline the general scope, building systems and project standards and reference applicable codes to be used as the basis for developing the construction documents. The description indicates the general scope of the project in terms of architectural design, dimensions of the building, major architectural elements, and mechanical, plumbing, fire protection, and electrical systems.

2. Project Summary:

The proposed connector bridge is a passenger connection bridge between Terminals 2 and 4. It is an airside connection due to the fact that passengers have already been processed thru security screening and are transferring between the secure portions of the terminals. The bridge is an enclosed, climate controlled structure that connects the rotunda of the existing terminal 2 to Terminal 3 Connector Bridge with Level 3 of Terminal 4. Moving walkways in both directions are in the main portions of the trusses. The remaining clear width allows for 2 golf cart type vehicles to pass one another. The bridge is arranged on the site as 3 main truss sections, with 6 nodes – 2 nodes at either end connecting to the terminals, with the other 4 nodes functioning as structures that transition the overall direction of the bridge and provide emergency egress.

Exclusions:

None

B. APPLICABLE CODES and STANDARDS

The following Codes, Standards and Regulations have been identified.

- The Building Code of New York City 2008.
 - New York City Building Code
 - New York City Mechanical Code
 - New York City Plumbing Code
 - New York City Fuel Gas Code
- The New York City Fire Prevention Code 2008.
- New York City Rules and Regulations 2004 Edition.
- New York City Administrative Code, Title 28
- New York City Electrical Code
- New York City Fire Code and Directives
- New York City Health Code
- New York City Local Laws
- New York City Rules

Title 1, Department of Buildings
Title 2, Board of Standards and Appeals
Title 3, Fire Department
Title 24, Department of Health

- New York State Energy Conservation and Construction Code
- New York State Labor Laws
- Port Authority Tenant Construction Review Manual (TCRM) - 2008 Edition
- Americans with Disabilities Act (ADA)
- American National Standards Institute (ANSI)
- Applicable Flood Control Regulations
- Department of Buildings - Directives and Memoranda
- Environmental Protection Agency - Applicable regulations of the U.S. and local
- Federal Occupational Safety and Health Administration Regulations (OSHA)
- Federal Aviation Regulations - Title 147 Part 139 Certification of Airports Subpart D - Operations
- *Illumination Engineering Society of North America: Lighting Handbook - 9th Edition*
- National Electrical Code with New York City Amendments, 2005
- National Electrical Contractors Association (NECA)
- National Electrical Manufacturers Association (NEMA)
- National Electric Safety Code (NESC)
- National Fire Protection Association
- NFPA-415 "Standard on Airport Terminal Buildings, Fueling Ramp drainage, and loading walkways", 2008 Edition.
- Port Authority Signage and Wayfinding Airport Standards Manual, 4th Edition June 2008
- Transportation Security Administration
- Underwriters Laboratories (UL)

B.1 Construction Classification

The Terminal 2 to Terminal 4 Passenger Connector Bridge will follow the guidance of the New York City Building Code (2008 with subsequent amendments).

The construction type for the Passenger Connector Bridge will be Type II-B.

The Fire Resistive Requirements Class II-B.

B.2 Occupancy Classification

The occupancy classification of the Passenger Connector Bridge is considered is A-3 (place of assembly) Section 303.1

B.3 Occupant Load and Egress

C. PROGRAM SUMMARY:

The requirements of the project are to: 1). Provide direct cleared passenger access between Terminals 2 and 4. 2). Equip the bridge with moving walkways to facilitate passenger movement as well as provide access for customer assistance vehicles for passengers with limited mobility. 3). The bridge is to have a minimum impact on current operations at either of its terminating ends within Terminals 2 and 4 or on ramp operations.

D. AREA CALCULATIONS:

Total Area of Approximately 31,000 Square Feet

C. INTERIORS

C10 Interior Finishes

1. Public Spaces:

1.1 Pedestrian Walkway

- | | |
|-----------------|--|
| 1.1.1 Floors: | 36" x 36" Carpet Tiles as manufactured by Millikin |
| 1.1.2 Walls: | Gypsum wall board clad with Acrovyn impact resistant wall panel system as manufactured by Construction Specialties |
| 1.1.3 Ceilings: | V200 Luxalon type suspended baffle ceiling system on a code compliant suspension carrier system as manufactured by Hunter Douglass.

Fixed baffles at typical application - moveable baffles for access to mechanical equipment where equipment occurs |
| 1.1.4 Lighting: | Linear Fluorescent Fixture - Mntd. flush with Finished Ceiling |

1.2 Nodes

- | | |
|-----------------|--|
| 1.2.1 Floors: | 36" x 36" Carpet Tiles as manufactured by Millikin |
| 1.2.2 Walls: | Gypsum wall board clad with Acrovyn impact resistant wall panel system as manufactured by Construction Specialties |
| 1.2.3 Ceilings: | V200 Luxalon type suspended baffle ceiling system on a code compliant suspension carrier system as manufactured by Hunter Douglass.

Fixed baffles at typical application - moveable baffles for access to mechanical equipment where equipment occurs |
| 1.2.4 Lighting: | Linear Fluorescent Fixture - Mntd. flush with Finished Ceiling |

1.2.5 Doors, Frames and Hardware:

Flush, seamless, hollow metal 8'-0" high with 116 ga. frames and 18 ga. doors rated as required. Factory primed, field painted. Mortised lever locksets, ball bearing hinges and surface mounted closers. Provide 1-1/2 hour rated doors, frames and hardware at stairs and electrical closets.

2. Utility Spaces:

2.1 Mechanical, Telecom and Electric Closets

2.1.1 Floors:

Float finished concrete with vinyl composition tile flooring.

2.1.2 Walls:

Gypsum wall board on metal studs, primed not painted. Rated as required at mechanical and electrical rooms and shafts. Acoustical insulation to be provided as required to meet NC requirements of office and conference rooms.

2.1.3 Ceilings:

Exposed construction, spray-on fireproofing to be sealed.

2.1.4 Lighting:

Surface mounted fluorescent fixtures.

D. SERVICES

The following narrative describes the scope of work associated with the mechanical and electrical systems design of a passenger connector bridge to connect Terminal 4 to Terminal 2 at JFK airport. of this project, there will be a passenger bridge that links Terminal 4 to the rotunda of the Connector bridge from Terminal 2.

It is assumed that all of the mechanical and electrical infrastructure to support the connector bridge will come from Terminal 4, excluding a small portion of the extension of the bridge, which will have its dry sprinkler service be supplied via an existing service located inside the sprinkler room in the base of the T2/T3 rotunda.

Heating and cooling will be achieved using roof-mounted air-cooled DX units with electric heating coils. Three units, one located on each of the connector nodes, will serve the project. The units will require the concurrence of KIAC/Calpine.

D10 Conveying Systems

The complete moving walkway systems shall comply with the applicable local codes and sized to accommodate passengers with hand luggage.

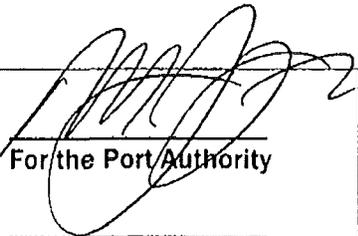
The bridge is equipped with six (6) moving walkway which are 40 inches in width and approximately 200 feet in length. The balustrades are constructed of clear tempered glass on the open floor area side and stainless steel where the walkway

Delta Air Lines

**JFK Terminal 3
Demolition &
Apron Reinstatement**

Basis of Design

December 06, 2010

Initialed: 

For the Port Authority

For the Lessee

ARUP | SOM *a joint venture of*
Skidmore, Owings & Merrill LLP Architects and
Ove Arup & Partners Consulting Engineers PC

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Exhibit 2(L)

Taxiway-HA

EXEMPTION (4) – DRAWINGS OF NON-PUBLIC AREAS

Exhibit 93-2

Terminal 2-4 Pedestrian Connector Area

EXEMPTION (4) – DRAWINGS OF NON-PUBLIC AREAS

Exhibit S3-98-1

Terminal 3 Easement Site

EXEMPTION (4) – DRAWINGS OF NON-PUBLIC AREAS

Exhibit S3-98-2

Terminal 4 Easement Site

EXEMPTION (4) – DRAWINGS OF NON-PUBLIC AREAS

Exhibit S3- 99-1

Additional Area IB

EXEMPTION (4) – DRAWINGS OF NON-PUBLIC AREAS

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
Notary Public

MARIE CAROLLE TERTULIEN
NOTARY PUBLIC, State of New York
No. 01TE6051440
Qualified in Kings County
Commission Expires Nov. 27, 20 14

