Torres Rojas, Genara FOIA #13502

From: repowers@venable.com
Sent: Thursday, September 27, 2012 7:18 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Richard
Last Name: Powers
Company: Venable LLP
Mailing Address 1: 575 7th Street NW
Mailing Address 2:
City: Washington
State: DC
Zip Code: 20004
Email Address: repowers@venable.com
Phone: 202-344-4360
Required copies of the records: Yes

List of specific record(s):
The November 1,1972 lease agreement between American Airlines et al. and the Port Authority of certain premises at LaGuardia Airport, including any amendments or modifications thereof

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

March 15, 2013

Mr. Richard Powers
Venable LLP
575 7th Street NW
Washington, DC 20004

Re: Freedom of Information Reference No. 13502

Dear Mr. Powers:

This is a response to your September 27, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of the November 1, 1972 lease agreement between American Airlines and the Port Authority related to certain premises at LaGuardia Airport, including any amendments or modifications thereof.

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/13502-LPA.pdf. Paper copies of the available records are available upon request.

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

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

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

FACILITIES LEASE AND AGREEMENT

AT

LaGUARDIA AIRPORT

AMONG

LaGUARDIA FUEL FACILITIES CORPORATION

AND

ALLIED AVIATION SERVICE COMPANY
OF NEW YORK, INC.

AND

AMERICAN AIRLINES, INC.
DELTA AIR LINES, INC.
EASTERN AIR LINES, INC.
TRANS WORLD AIRLINES, INC.
UNITED AIR LINES, INC.
ALLEGHENY AIRLINES, INC.
~~BRANIFF AIRWAYS, INCORPORATED~~ Out 3/31/83
NATIONAL AIRLINES, INC.
NORTH CENTRAL AIRLINES, INC.
NORTHWEST AIRLINES, INC.
OZARK AIR LINES, INC.
PIEDMONT AVIATION, INC.
SOUTHERN AIRWAYS, INC.
SHELL OIL COMPANY

TABLE OF CONTENTS

[FACILITIES LEASE AND AGREEMENT]

Section	Title	Page
1	Definitions*	3
2	Construction of Facilities and Pipeline	11
3	Lease of Facilities and Pipeline; Rentals and Payments	12
4	Guaranteed Percentages	18
5	Insurance	20
6	Condemnation; Termination of Pipeline Franchise	21
7	Purchase of Business or Stock of Facilities Corporation	23
8	Amendment etc. of Agreements	31
9	Term	33
10	Miscellaneous	35
11	Additional Air Carriers	37
12	Counterparts	37
13	Governing Law	37
14	Notices	38
15	Article Headings	38
16	Benefits and Obligations Accrue to Successors	38
Exhibit		
F1	Escrow Agreement	45
F2	Indemnity and Contingent Claim Agreement	55
F3	Table Showing Monthly Percentage of Amortization Balance	61
F4	Assignment of Lease	65
F5	Assumption Agreement	67

* See Index to Definitions for references to individual definitions.

INDEX TO DEFINITIONS

Definition	Paragraph
Additional Facilities	105(c)
Additional Facilities amortization balance	120(b)
Additional Pipeline amortization balance	120(b)
aggregate amount	404(a)
Airport	1
American	204
amortization commencement date	113
amortization period	203
Assignment and Assumption Agreement	2
aviation fuel	104
BPL	5
Contracting Airline	102
Contracting Airlines, The	102
Cost of Construction	117
Cost of the Additional Facility	116(b)
Cost of the Original Facilities	116(b)
Cost of the Original Pipeline	116(b)
Cost of the Pipeline Addition	116(b)
defaulting airline	905
demised premises	1
effective date	110
entire business of Facilities Corporation	123
Escrow Agent	701
Facilities	105(a)
Facilities Agreement	101
Facilities Stock	124
Fixed Base Operator	126
Fuel Storage Construction Contract	4
Fuel Storage Service Agreement	3
gallonage	121

Definition	Paragraph
general purchase provisions	122
guaranteed percentage	401
majority of The Contracting Airlines	103
operation commencement date	112
Original Facilities	105(b)
Original Facilities amortization balance	120(a)
Original Facilities and Additional Facilities amortization balance	118
Original Pipeline	106(b)
Original Pipeline amortization balance	120(a)
Original Pipeline and Additional Pipeline amortization balance	119
Pipeline	106(a)
Pipeline Additions	106(c)
Pipeline Construction Contract	5
Pipeline Franchise	107
Pipeline Lease term	303
Pipeline Operating Agreement	6
Pipeline Operator	108
Pipeline Receiving Station	106(d)
pipeline verification period	305(a)
Port Authority	1
prepayment premium	120(c)
purchase agreement	114
purchase option	125
purchasers	115
Rights-of-Way Documents	107
Site Lease	1
Site Lease commencement date	111(a)
Site Lease completion date	111(c)
Site Lease expiration date	111(b)
Supplier	109
terminated airline	402
verification period	304(b)

AGREEMENT, dated as of November 15, 1972, by and among LaGuardia Fuel Facilities Corporation ("Facilities Corporation"), as Sublessor, Allied Aviation Service Company of New York, Inc. ("Allied"), and American Airlines, Inc., Delta Air Lines, Inc., Eastern Air Lines, Inc., Trans World Airlines, Inc., and United Air Lines, Inc. (all of which airlines are herein collectively called "Original Contracting Airlines"), and Allegheny Airlines, Inc., Braniff Airways, Incorporated, National Airlines, Inc., North Central Airlines, Inc., Northwest Airlines, Inc., Ozark Air Lines, Inc., Piedmont Aviation, Inc., Southern Airways, Inc., and Shell Oil Company (all of which are herein collectively called the "Additional Contracting Airlines") (the Original Contracting Airlines and the Additional Contracting Airlines are herein collectively called "The Contracting Airlines"), as Sublessee:

Witnesseth:

1. Prior to the execution of this agreement ("Facilities Agreement"), the Original Contracting Airlines have entered into an Agreement of Lease with The Port Authority of New York and New Jersey ("Port Authority"), the operator of LaGuardia Airport ("Airport"), pursuant to which the Port Authority has leased to the Original Contracting Airlines certain premises at the Airport ("demised premises") and pursuant to which the Original Contracting Airlines have the right and obligation to construct and install facilities at the Airport for the receipt, storage and dispensing of aviation fuel ("Original Facilities"), subject to the payments and obligations specified in such Agreement of Lease, a copy of which is annexed hereto as Exhibit A (which Agreement of Lease, as the same may be amended, is herein called the "Site Lease").

2. Concurrently with the execution of the Facilities Agreement, the Original Contracting Airlines and Facilities Corporation have entered into an agreement pursuant to which the Original Contracting Airlines have assigned the Site Lease to Facilities Corporation, and Facilities Corporation has agreed to assume all the obligations thereunder of the Original Contracting Airlines, which agreement has been consented to by the Port Authority, a copy of which is annexed hereto

as Exhibit B1 (which agreement, as the same may be amended, is herein called "Assignment and Assumption Agreement"); and the Port Authority, Facilities Corporation, Allied and The Contracting Airlines have entered into an agreement pursuant to which the Port Authority has consented to the Facilities Agreement, subject to the terms and conditions specified therein, a copy of which is annexed hereto as Exhibit B2.

3. Concurrently with the execution of the Facilities Agreement, Allied has entered into agreements, identical in form, with the Suppliers (as defined herein) for the receipt at the Original Facilities of aviation fuel and the delivery thereof to that part of the Original Facilities known as the truck loading island, a copy of which is annexed hereto as Exhibit C (which form of agreement, as the same may be amended, is herein called the "Fuel Storage Service Agreement").

4. Concurrently with the execution of the Facilities Agreement, Facilities Corporation has entered into agreements for the construction and installation of the Original Facilities, subject to the payments and obligations specified therein (which agreements, as the same may be amended, are herein called the "Fuel Storage Construction Contract").

5. Concurrently with the execution of the Facilities Agreement, Facilities Corporation has entered into an agreement with Buckeye Pipe Line Company ("BPL") for the construction of the Original Pipeline (as defined herein), subject to the payments and obligations specified therein (which agreement, as the same may be amended, is herein called the "Pipeline Construction Contract").

6. Concurrently with the execution of the Facilities Agreement, Facilities Corporation has leased the Pipeline (as defined herein) to Allied, and, in turn, Allied has entered into an agreement with BPL for the sublease and operation of the Pipeline, as a common carrier pipeline, pursuant to the terms and conditions set forth therein, a copy of which, together with copies of the consent of Facilities Corporation to the subleasing by Allied to BPL and the consent of the Port Authority to such agreement, is annexed hereto as Exhibit D (which agreement with any "Pipeline Operator" [as defined herein], as the same may be amended, is herein called the "Pipeline Operating Agreement").

7. Facilities Corporation has entered into the Assignment and Assumption Agreement, the Pipeline Construction Contract, and the Fuel Storage Construction Contract, and Allied has entered into the Fuel Storage Service Agreement and the Pipeline Operating Agree-

ment, after consultation with The Contracting Airlines and with their full knowledge and consent.

8. The Contracting Airlines have entered into the Facilities Agreement to induce Facilities Corporation to pay the Cost of Construction (as defined herein) of the Original Facilities and of the Original Pipeline and to induce Facilities Corporation and Allied to enter into the agreements referred to in the preceding paragraph 7, and The Contracting Airlines have entered into the Facilities Agreement in consideration of Facilities Corporation and Allied so doing.

It Is Agreed:

ARTICLE 1

Definitions

The following terms shall have the respective meanings given below when used in the Facilities Agreement, unless the context clearly indicates a different meaning:

101. The term the "Facilities Agreement" shall mean this Agreement, and if the same be amended, this Agreement as so amended.

102. The term "The Contracting Airlines" shall mean all air carriers which, on the date in question, are parties to the Facilities Agreement, and the term shall also include the Fixed Base Operator (as defined in paragraph 126), if it is a party on the date in question, and the term "Contracting Airline" shall mean any one of The Contracting Airlines which is a party to this Facilities Agreement on the date in question.

103. The term "majority of The Contracting Airlines" shall mean at least a numerical majority of The Contracting Airlines, which majority must also have had not less than 75% of the total gallonage (as defined in paragraph 121) of all The Contracting Airlines for the 6 months immediately preceding the month in which the date in question occurs.

104. The term "aviation fuel" shall mean aviation turbine fuel and any other fuel now or hereafter used in the propulsion of aircraft.

105. (a) The term "Facilities" shall mean the Original Facilities together with the Additional Facilities.

(b) The term "Original Facilities" shall mean the fuel storage tanks, pipelines, and related facilities to be constructed by Facilities Corporation pursuant to paragraph 201 of this Facilities Agreement.

(c) The term "Additional Facilities" shall mean any replacements of, and additions or extensions to, the Original Facilities, of the type similar to the Original Facilities or to parts thereof.

106. (a) The term "Pipeline" shall mean the Original Pipeline together with any Pipeline Additions.

(b) The term "Original Pipeline" shall mean the pipeline constructed pursuant to the Pipeline Construction Contract from the boundary line of the Long Island City Terminal of BPL to the connecting point of the Pipeline Receiving Station.

(c) The term "Pipeline Additions" shall mean any replacements of, and additions or extensions to, the Original Pipeline of the type similar to the Original Pipeline or to parts thereof.

(d) The term "Pipeline Receiving Station" shall mean that portion of the Original Facilities designated or described as such on the plans for the Original Facilities.

107. The term "Pipeline Franchise", or the term "Rights-of-Way Documents", shall mean the New York City franchise, licenses, leases and rights-of-way, and any other legal documents required for the construction, operation and maintenance of the Pipeline.

108. The term "Pipeline Operator" shall mean BPL or such other person or corporation which, pursuant to paragraph 303 and paragraph 802, is a party to the Pipeline Operating Agreement.

109. The term "Supplier" shall mean any person, firm or corporation which, on the date in question, has a contract with any of The Contracting Airlines for the supply of aviation fuel.

110. The term "effective date" shall mean the date hereof.

111. (a) The term "Site Lease commencement date" shall mean the date on which the term of the Site Lease begins.

(b) The term "Site Lease expiration date" shall mean the date on which the term of the Site Lease expires.

(c) The term "Site Lease completion date" shall have the same meaning as the term "Completion Date", as defined in subparagraph (1) of paragraph (f) of Section 2 of the Site Lease.

112. The term "operation commencement date" shall mean the first day on which the Original Facilities are put into use dispensing aviation fuel delivered to the Airport through the Pipeline.

113. The term "amortization commencement date" shall mean the earlier of the following dates: (i) the first day of the second month following the month in which the Site Lease completion date occurs, or (ii) December 31, 1974.

114. The term "purchase agreement" shall mean the agreement or agreements, which is or are in effect on the date in question, pursuant to which Facilities Corporation has obtained any part of the Cost of the Original Facilities or the Cost of any Additional Facility, or any part of the Cost of the Original Pipeline or the Cost of any Pipeline Addition.

115. The term "purchasers" shall mean the persons, firms or corporations with whom Facilities Corporation shall have entered into the purchase agreement.

116. (a) The term "Cost of the Original Facilities", or the "Cost of the Original Pipeline", as the case may be, (i) after the last day of the month in which the Certificate of Established Cost of the Original Facilities, or the Certificate of Established Cost of the Original Pipeline, as the case may be, is executed as provided in paragraph 204 of this Facilities Agreement, shall mean the amount set forth in said Certificate, and (ii) prior to the last day of the month in which said Certificate is so executed, shall mean the greater of (1) an amount equal to all costs and expenses incurred by Facilities Corporation prior to the date in question includible under subparagraphs (a) and (b) of paragraph 117 as part of the Cost of Construction of the Original Facilities, or the Cost of Construction of the Original Pipeline, as the case may be, less the amount, if any, referred to in subparagraph (c) of paragraph 117 received by Facilities Corporation prior to the date in question or (2) the amount obtained by Facilities Corporation from the purchasers pursuant to the purchase agreement with respect to the Original Facilities, or the Original Pipeline, as the case may be.

(b) The term "Cost of the Additional Facility" with respect to each respective Additional Facility, or "Cost of the Pipeline Addition", with respect to each respective Pipeline Addition, (i) after the last day of the month in which the Certificate of Established Cost of the Additional Facilities or Certificate of Established Cost of the Pipeline Additions, with respect thereto, is executed as provided in paragraph 204 of this Facilities Agreement, shall mean the amount

set forth in said Certificate, and (ii) prior to the last day of the month in which said Certificate is so executed, shall mean an amount equal to all costs and expenses incurred by Facilities Corporation with respect to each respective Additional Facility or Pipeline Addition prior to the date in question includible under subparagraphs (a) and (b) of paragraph 117 as part of the Cost of Construction of the Additional Facilities or Cost of Construction of the Pipeline Addition, less the amount, if any, referred to in subparagraph (c) of paragraph 117 received by Facilities Corporation prior to the date in question with respect to such respective Additional Facility or such respective Pipeline Addition.

117. The term "Cost of Construction" of the Original Facilities, or an Additional Facility, or the Original Pipeline, or a Pipeline Addition, as the case may be, shall mean the sum of the amounts referred to in subparagraphs (a) and (b) of this paragraph 117, less the amount, if any, referred to in subparagraph (c) of this paragraph 117:

(a) An amount equal to the aggregate of the following:

(i) the cost to Facilities Corporation of the construction of the Original Facilities or the Additional Facility, or the Original Pipeline, or the Pipeline Addition, as the case may be;

(ii) the expenses of Facilities Corporation for engineering, land surveying, professional, printing, consultation, inspection and insurance costs and for boring tests incurred in connection with the construction of the Original Facilities or the Additional Facility, or the Original Pipeline, or the Pipeline Addition, as the case may be;

(iii) the cost of testing, flushing and maintaining the Original Facilities and the Pipeline until the operation commencement date;

(iv) the cost, including any deposit, of obtaining any licenses, permits or certificates in order to construct or install the Original Facilities or any Additional Facility, and the cost of obtaining and maintaining the Pipeline Franchise, and assigning the same to Facilities Corporation;

(v) with respect to the period from the effective date to the operation commencement date, all expenses, including rent, incurred by Facilities Corporation or Allied required to be paid by the Lessee under, or in order to comply with, the Site Lease, all

utilities service charges payable with respect to any part of the demised premises pursuant to the Site Lease or otherwise, and all expenses in connection with the Pipeline and the Pipeline Franchise which are not required to be borne by the Pipeline Operator during such period under the Pipeline Operating Agreement, including, without limitation, all property, franchise, ad valorem and other taxes (other than taxes measured by net income) and fees assessed or charged with respect to the Pipeline and the cost of obtaining all Rights-of-Way Documents.

(vi) the cost of such modifications, if any, in the design or construction of, and the cost of repairs, if any, to (1) the Original Facilities, or the Original Pipeline, which are made prior to the expiration of 120 days after the operation commencement date, or (2) any Additional Facility, or any Pipeline Addition, which are made within 60 days after such Additional Facility or such Pipeline Addition is put into use, provided that such cost is properly classifiable as a cost of construction in accordance with generally accepted engineering and accounting practice, and further provided that the effecting of such modifications and the incurring of such costs have been approved by a majority of The Contracting Airlines;

including the amount of any reimbursement made by Facilities Corporation to any person, firm, association or corporation with respect to any payments made by it for any of the foregoing items.

(b) An amount equal to the aggregate of the following:

(i) in the case of the Original Facilities, and in the case of the Original Pipeline, the amount of interest incurred by Facilities Corporation on the amount provided for in subparagraph (a) of this paragraph 117, with respect to the Original Facilities, and the Original Pipeline, as the case may be, from the date incurred to the amortization commencement date, and in the case of each Additional Facility and each Pipeline Addition, the amount of interest incurred by Facilities Corporation on the amount provided for in subparagraph (a) of this paragraph 117 with respect to such respective Additional Facility or Pipeline Addition from the date incurred until the last day of the month in which the Certificate of Established Cost of the Additional Facilities with respect to such Additional Facility, or the Certificate of Established Cost of the Pipeline Addition, with respect to such Pipeline Addition, is executed as provided in paragraph 204 of this Facilities Agreement;

(ii) commitment fees agreed to be paid to the purchasers pursuant to the purchase agreement;

(iii) the fees, if any, payable to an investment banker for arranging the financing for the Original Facilities, any Additional Facility, the Original Pipeline, or any Pipeline Addition, as the case may be;

(iv) the fees or charges, if any, payable by Facilities Corporation to a bank, or other institution for acting as escrow agent, trustee or disbursing agency with respect to the funds for the Original Facilities, any Additional Facility, or the Original Pipeline, or any Pipeline Addition, as the case may be.

(c) There shall be deducted from the Cost of Construction of the Original Facilities, or of an Additional Facility, or of the Original Pipeline, or of a Pipeline Addition, as the case may be, the amount, if any, of damages received by Facilities Corporation by reason of the failure of Facilities Corporation's contractor to complete the work within the time specified in the contract for the construction of the Original Facilities or of an Additional Facility or of the Original Pipeline, or of a Pipeline Addition, as the case may be.

118. The term "Original Facilities and Additional Facilities amortization balance" shall mean, on the date in question, an amount equal to the sum of the "Original Facilities amortization balance" (as defined in subparagraph (a) of paragraph 120) and the "Additional Facilities amortization balance" (as defined in subparagraph (b) of paragraph 120).

119. The term "Original Pipeline and Additional Pipeline amortization balance" shall mean, on the date in question, an amount equal to the sum of the "Original Pipeline amortization balance" (as defined in subparagraph (a) of paragraph 120) and the "Additional Pipeline amortization balance" (as defined in subparagraph (b) of paragraph 120).

120. (a) The term "Original Facilities amortization balance" or "Original Pipeline amortization balance", as the case may be, shall mean, on the date in question, an amount equal to

(i) the Cost of the Original Facilities, or the Cost of the Original Pipeline, if the date in question occurs on or prior to the amortization commencement date, or

(ii) if the date in question occurs after the amortization commencement date, the Cost of the Original Facilities,

or the Cost of the Original Pipeline, multiplied by the percentage shown on Exhibit F3 applicable to the monthly period during which the date in question occurs, unless the date in question is the first day of a month, in which event such term shall mean the Cost of the Original Facilities, or the Cost of the Original Pipeline, multiplied by the percentage shown on Exhibit F3 applicable to the monthly period immediately preceding the month in which the date in question occurs (the monthly periods shown on Exhibit F3 shall be consecutive commencing with the month in which the amortization commencement date occurs, except that if the amortization commencement date is December 31, 1974, the monthly periods shall be consecutive commencing January 1, 1975), provided that if, on the date in question, any monthly payments theretofore due pursuant to paragraphs 304 and 305 shall not have been paid in full, the percentage shown on Exhibit F3 applicable to the monthly period through which such payments shall have been made in full shall be used in the preceding calculation,

plus, whether the date in question occurs before or after the amortization commencement date, the "prepayment premium" (as defined in subparagraph (c) of this paragraph 120), if any.

(b) The term "Additional Facilities amortization balance", or the "Additional Pipeline amortization balance," as the case may be, shall mean, on the date in question, an amount equal to the sum of the following, plus the prepayment premium, if any:

(i) with respect to each Additional Facility, or Pipeline Addition, whichever of the following is applicable: either (1) the Cost of the Additional Facility, or the Cost of the Pipeline Addition, less the aggregate of such fraction of the cost thereof, agreed upon as provided in paragraph 203, multiplied by the number of full calendar months from the beginning of the amortization period, determined as provided in paragraph 203, to the date in question; or (2) the Cost of the Additional Facility, or the Cost of the Pipeline Addition, multiplied by the percentage applicable to the monthly period during which the date in question occurs, derived from the table agreed upon as provided in paragraph 203;

(ii) with respect to each respective deficiency, if any, between (1) the expense of Facilities Corporation in connection with the cost of repairing, or replacing the Facilities, or the Pipe-

line or any part thereof, necessitated by damage, destruction, loss, condemnation or appropriation, and (2) the amount of insurance proceeds or the amount of any award or damages or purchase price in lieu thereof payable to Facilities Corporation by reason of such damage, destruction, loss, condemnation or appropriation, as the case may be, whichever of the following is applicable: either the amount of such deficiency, less the aggregate of such fraction thereof, agreed upon as provided in paragraph 501 or 602, as the case may be, multiplied by the number of full calendar months from the beginning of the amortization period, determined as provided in paragraph 501 or 602, as the case may be, to the date in question; or the amount of such deficiency, multiplied by the percentage applicable to the monthly period during which the date in question occurs, derived from the table agreed upon as provided in paragraph 501 or 602, as the case may be.

(c) The term "prepayment premium" shall mean such amount, if any, as may be required under the purchase agreement as a condition of prepaying, on the date in question, all or part of the principal amount remaining unpaid under the purchase agreement.

121. The term "gallonage" shall mean the aggregate number of gallons of aviation fuel dispensed from the Facilities into vehicles operated by or for a Contracting Airline, except that for any period prior to the operation commencement date, the term "gallonage" shall mean the aggregate number of gallons of aviation fuel delivered into aircraft operated by or for a Contracting Airline at the Airport.

122. The term "general purchase provisions" shall mean the provisions of paragraphs 706, 707 and 708 of this Facilities Agreement, as the case may be.

123. The term "entire business of Facilities Corporation" shall mean all Facilities Corporation's right, title and interest in and to (a) the Facilities and the Pipeline, (b) the Site Lease, and (c) the Assignment and Assumption Agreement.

124. The term "Facilities Stock" shall mean all the issued and outstanding capital stock of Facilities Corporation.

125. The term "purchase option" shall mean either (a) the option of a majority of The Contracting Airlines to acquire the entire business of Facilities Corporation or (b) the option of a majority of The Contracting Airlines to acquire the Facilities Stock.

126. The term "Fixed Base Operator" shall mean each person, firm or corporation, which, on the date in question, is a party to an agreement which is then in full force and effect with the Port Authority authorizing it to supply aircraft fueling services and other aircraft services at the Airport, and which has been designated by written notice to Facilities Corporation by the Port Authority as a Fixed Base Operator, it being understood that on the effective date the term "Fixed Base Operator" shall mean Shell Oil Company.

ARTICLE 2

Construction of Facilities and Pipeline

201. Facilities Corporation is authorized to enter into contracts (including the Fuel Storage Construction Contract, estimated to cost $6,240,000) and perform all work necessary for the construction and installation of the entire Original Facilities, including the incorporation therein of such existing fuel storage tanks and related facilities as is provided for in the Fuel Storage Construction Contract. Facilities Corporation shall use its best efforts to cause the contruction of the Original Facilities to be completed as soon as practicable.

202. Facilities Corporation is authorized to enter into contracts (including the Pipeline Construction Contract, estimated to cost $2,760,000) and perform all work necessary for the construction and installation of the Original Pipeline. Facilities Corporation shall use its best efforts to cause the construction of the Original Pipeline to be completed as soon as practicable.

203. Facilities Corporation shall not be obligated to construct or install any Additional Facility or any Pipeline Addition, unless, prior thereto, Facilities Corporation and a majority of The Contracting Airlines shall have entered into a written agreement providing for (a) the maximum cost of such Additional Facility or Pipeline Addition; (b) the period of amortization therefor ("amortization period"); (c) the rental or payment with respect thereto payable by The Contracting Airlines to Facilities Corporation pursuant to subparagraph (c) of paragraph 304, or subparagraph (b) of paragraph 305, of this Facilities Agreement; and (d) either (i) the fraction by which the cost of such Additional Facility or Pipeline Addition shall be amortized each month during the amortization period, together with the rate of interest payable on the unamortized balance, or (ii) a table designed to show the amortization, by constant monthly payments each month during the amortization period, of the cost of such Additional Facility or Pipeline Addition over the amortization period, with interest at the rate at

which Facilities Corporation actually borrows the funds necessary to install or construct such Additional Facility or Pipeline Addition, which table shall show in terms of percentages the unamortized balance of the cost of the Additional Facility or Pipeline Addition each month during the amortization period.

204. Facilities Corporation shall keep a complete, accurate and detailed accounting of the Cost of Construction of the Original Facilities, the Cost of Construction of each respective Additional Facility, the Cost of Construction of the Original Pipeline and the Cost of Construction of each respective Pipeline Addition. Those items of cost which are not specifically identifiable as being allocable to the Original Facilities or the Original Pipeline shall be allocated by Facilities Corporation between the two. Within 180 days after the completion of the Original Facilities, Facilities Corporation shall furnish such an accounting with respect to the Cost of Construction of the Original Facilities and the Cost of Construction of the Original Pipeline, certified by a certified public accountant, to American Airlines, Inc. ("American"), as the agent of all The Contracting Airlines for the purposes specified in this paragraph 204, all of which Contracting Airlines hereby irrevocably designate and appoint American as such agent. Within 120 days after the completion of each Additional Facility and each Pipeline Addition, Facilities Corporation shall furnish a similar certified accounting to American as such agent. American shall have a period of 60 days after receipt of each such accounting to verify the same. After the same shall have been verified by American, a Certificate of Established Cost of the Original Facilities, a Certificate of Established Cost of the Original Pipeline, a Certificate of Established Cost of the Additional Facilities, or a Certificate of Established Cost of the Pipeline Addition, as the case may be, in accordance herewith, shall be executed in duplicate originals by American, as agent for and in the names of all The Contracting Airlines, and by Facilities Corporation. Facilities Corporation shall deliver certified copies of each such Certificate to each of The Contracting Airlines other than American.

ARTICLE 3

Lease of Facilities and Pipeline; Rentals and Payments

301. Facilities Corporation does hereby lease to The Contracting Airlines, and The Contracting Airlines do hereby hire and take from Facilities Corporation, the demised premises and the Facilities, subject

to the provisions of the Site Lease, for a term commencing on the Site Lease commencement date and continuing until the day preceding the Site Lease expiration date, subject to earlier termination as hereinafter provided.

302. The Contracting Airlines grant Allied a license for $1 per year to use the demised premises and the Facilities for the purpose of performing all the obligations of the Lessee under the Site Lease, which are required to be performed by Allied in the performance of its obligations under the Fuel Storage Service Agreement. Allied shall perform all the obligations on the part of the Lessee to be performed under the Site Lease, except the obligations with respect to construction set forth in Section 2 of the Site Lease, the obligation to pay rental referred to in Section 4 of the Site Lease and the obligations with respect to obtaining and maintaining the insurance referred to in Section 11 of the Site Lease, which obligations under Sections 2, 4 and 11 shall be performed by Facilities Corporation. The Contracting Airlines also grant Allied the right to sublicense to the Pipeline Operator the right to use the Pipeline Receiving Station. The Port Authority concurrently herewith has consented to such grant. The Contracting Airlines also grant Allied a license to use storage tanks and related facilities constituting part of the Original Facilities prior to the operation commencement date, subject to the provisions of the Site Lease and to the approval of the Port Authority.

303. Facilities Corporation does hereby lease the Pipeline to Allied, and Allied does hereby hire and take the Pipeline from Facilities Corporation, for a term beginning on the date the construction of the Original Pipeline is completed and continuing until the day prior to the Site Lease expiration date ("Pipeline Lease term"), subject to earlier termination as hereinafter provided, at a rental of $1 per year, for each year, or part thereof, during the Pipeline Lease term. Facilities Corporation, concurrently herewith, has consented to the sublease by Allied of the Pipeline to BPL for the Pipeline Lease term, pursuant to the form of consent, a copy of which is annexed as part of Exhibit D. If BPL ceases, during the Pipeline Lease term, to be the Pipeline Operator, Allied shall sublease the Pipeline to such other Pipeline Operator as shall have been designated by a majority of The Contracting Airlines and enter into such form of Pipeline Operating Agreement as shall have been mutually agreed upon by Allied and such other Pipeline Operator and consented to by such majority. During the Pipeline Lease term, Facilities Corporation shall pay or cause to be paid all property, franchise, ad valorem and other taxes (other than

taxes measured by net income) and fees assessed or charged with respect to the Pipeline and all costs, of whatever nature, required to be paid by Allied under, or in order to comply with, the Pipeline Operating Agreement, and all expenses, of whatever nature, required in order to keep the Pipeline Franchise in effect.

304. The Contracting Airlines shall pay to Facilities Corporation monthly, or as otherwise provided in paragraph 306, as rental, an amount equal to the sum of the following:

(a) from and after the operation commencement date, the rent and charges provided for in the Site Lease, the costs to Facilities Corporation of all insurance required to be maintained pursuant to the Site Lease, all utility service charges payable with respect to any part of the demised premises pursuant to the Site Lease or otherwise, and all other amounts, of whatever nature, in addition to rent, required to be paid by the Lessee under, or in order to comply with, the Site Lease other than those required to be paid by Allied, and chargeable to the Suppliers, in performing its obligations under the Fuel Storage Service Agreement.

(b) from and after the amortization commencement date, and so long as the Original Facilities amortization balance is more than zero, a monthly rental equal to 0.86782323% of the amount set forth in the Certificate of Established Cost of the Original Facilities executed as provided in paragraph 204 of this Facilities Agreement, except that, during the period beginning on the amortization commencement date and ending on the last day of the month in which the Certificate of Established Cost of the Original Facilities is so executed (which period is herein called the "verification period"), The Contracting Airlines shall pay to Facilities Corporation $61,753 per month (representing 0.86782323% of $7,115,908, estimated to be the amount which will be set forth in said Certificate), and on the first day of the month following the month in which the Certificate of Established Cost of the Original Facilities is so executed

(i) if the amount set forth in said Certificate exceeds $7,115,908, The Contracting Airlines shall pay to Facilities Corporation an amount equal to the sum of (1) such excess multiplied by the percentage calculated by subtracting from 100% the percentage of the Original Facilities amortization balance shown on Exhibit F3 annexed to this Facilities Agreement applicable to the monthly period following the month in which said Certificate is executed, and (2) the amount of inter-

est, if any, actually paid by Facilities Corporation on such excess, from the amortization commencement date to the last day of the month in which said Certificate is executed; or

(ii) if the amount set forth in said Certificate is less than $7,115,908, Facilities Corporation shall credit The Contracting Airlines, in reduction of the rental then payable by them hereunder, with an amount equal to 0.86782323% of the difference between $7,115,908 and the amount set forth in said Certificate multiplied by the number of months in the verification period, less an amount equal to interest for the verification period at the annual rate of 8½% on the amount of such difference;

(c) so long as the Additional Facilities amortization balance is more than zero, such monthly rental, if any, for each respective Additional Facility as shall have been agreed upon by Facilities Corporation and a majority of The Contracting Airlines in a written agreement entered into pursuant to paragraph 203 of this Facilities Agreement;

(d) so long as the Original Facilities and Additional Facilities amortization balance is more than zero, such monthly rental, if any, as shall have been agreed upon by Facilities Corporation and a majority of The Contracting Airlines in a written agreement entered into pursuant to paragraph 501 or paragraph 602 of this Facilities Agreement to amortize the amount of each respective deficiency, if any, between (i) the amount of any insurance proceeds or the amount of any award or damages or purchase price in lieu thereof received by Facilities Corporation by reason of such damage, destruction, loss, condemnation or appropriation, as the case may be; and (ii) the expense of Facilities Corporation with respect to the cost of properly repairing, replacing, restoring or rebuilding the Original Facilities and Additional Facilities, or any part thereof, necessitated by damage, destruction, loss, condemnation or appropriation; and

(e) from and after the effective date (i) an amount equal to all property, business, privilege and other taxes (other than taxes measured by net income) assessed against Facilities Corporation, (ii) the fees or charges (other than those included in clause (iv) of subparagraph (b) of paragraph 117), if any, payable by Facilities Corporation to a bank, or other institution for acting as escrow agent, trustee or disbursing agency with

respect to the funds for the Original Facilities, any Additional Facility, or the Original Pipeline, or any Pipeline Addition, as the case may be, and (iii) an amount equal to all other operating expenses of Facilities Corporation.

305. The Contracting Airlines shall pay to Facilities Corporation monthly, or as otherwise provided in paragraph 306, an amount equal to the sum of the following:

(a) from and after the amortization commencement date, and so long as the Original Pipeline amortization balance is more than zero, a monthly payment equal to 0.86782323% of the amount set forth in the Certificate of Established Cost of the Original Pipeline executed as provided in paragraph 204 of this Facilities Agreement, except that, during the period beginning on the amortization commencement date and ending on the last day of the month in which the Certificate of Established Cost of the Original Pipeline is so executed (which period is herein called the "pipeline verification period"), The Contracting Airlines shall pay to Facilities Corporation $30,032 per month (representing 0.86782323% of $3,460,625, estimated to be the amount which will be set forth in said Certificate), and on the first day of the month following the month in which the Certificate of Established Cost of the Original Pipeline is so executed

(i) if the amount set forth in said Certificate exceeds $3,460,625, The Contracting Airlines shall pay to Facilities Corporation an amount equal to the sum of (1) such excess multiplied by the percentage calculated by subtracting from 100% the percentage of the Original Pipeline amortization balance shown on Exhibit F3 annexed to this Facilities Agreement applicable to the monthly period following the month in which said Certificate is executed, and (2) the amount of interest, if any, actually paid by Facilities Corporation on such excess, from the amortization commencement date to the last day of the month in which said Certificate is executed; or

(ii) if the amount set forth in the Certificate is less than $3,460,625, Facilities Corporation shall credit The Contracting Airlines, in reduction of the amounts payable by The Contracting Airlines pursuant to this paragraph 305, with an amount equal to 0.86782323% of the difference between $3,460,625 and the amount set forth in said Certificate, multiplied by the number of months in the pipeline verification period, less an amount equal to interest for the pipeline verifi-

cation period at the annual rate of 5½% on the amount of such difference;

(b) so long as the Additional Pipeline amortization balance is more than zero, such monthly payment, if any, for each respective Pipeline Addition as shall have been agreed upon by Facilities Corporation and a majority of The Contracting Airlines in a written agreement entered into pursuant to paragraph 203 of this Facilities Agreement;

(c) so long as the Original Pipeline and Additional Pipeline amortization balance is more than zero, such monthly payment, if any, as shall have been agreed upon by Facilities Corporation and a majority of The Contracting Airlines in a written agreement entered into pursuant to paragraph 501 or paragraph 602 of this Facilities Agreement to amortize the amount of each respective deficiency, if any, between (i) the amount of any insurance proceeds or the amount of any award or damages or purchase price in lieu thereof received by Facilities Corporation by reason of the damage, destruction, loss, condemnation or appropriation, as the case may be; and (ii) the expense of Facilities Corporation with respect to the cost of properly repairing, replacing, restoring or rebuilding the Original Pipeline and Pipeline Additions, or any part thereof, necessitated by damage, destruction, loss, condemnation or appropriation; and

(d) from and after the operation commencement date, all property, franchise, ad valorem and other taxes (other than taxes measured by net income) and fees assessed or charged with respect to the Pipeline and all other costs, including the cost of repairs, which are not required to be paid by the Pipeline Operator pursuant to the Pipeline Operating Agreement, and all costs incurred by or chargeable to Facilities Corporation for and in connection with obtaining, maintaining, renewing and extending the Pipeline Franchise.

306. (a) The rentals provided in paragraph 304 and the payments provided in paragraph 305 shall be paid to Facilities Corporation at Facilities Corporation's office, or at such other place or places as Facilities Corporation may from time to time designate, without any setoff or deduction whatsoever and, except as provided in subparagraph (e) of this paragraph 306, without any prior demand therefor.

(b) The rentals, charges and amounts provided in subparagraph (a) of paragraph 304 shall be paid to Facilities Corporation, not less than 5 days before the same are required to be paid by Facilities Corporation to the Port Authority pursuant to the Site Lease.

(c) The rentals provided in subparagraph (b) of paragraph 304 and the payments provided in subparagraph (a) of paragraph 305 shall be payable in advance on the amortization commencement date and on the first day of each month thereafter (or, if the amortization commencement date is December 31, 1974, on February 1, 1975 and the first day of each month thereafter) so long as the respective amortization balance is more than zero, and, with respect to the last month during which the respective amortization balance is more than zero, whether or not such month is a full or only a part of a calendar month.

(d) The rentals, if any, payable pursuant to subparagraphs (c) and (d) of paragraph 304 and the payments, if any, payable pursuant to subparagraphs (b) and (c) of paragraph 305 shall be paid to Facilities Corporation on the first day of each month during the period when the same are payable as provided in the written agreements referred to in said subparagraphs.

(e) The rentals provided in subparagraph (e) of paragraph 304 and subparagraph (d) of paragraph 305 shall be paid to Facilities Corporation within 10 days after demand therefor.

307. If Facilities Corporation is required, pursuant to the purchase agreement, to pay, and does pay, the fees and expenses of the purchasers or of any institution referred to in clause (iv) of subparagraph (b) of paragraph 117, including reasonable fees and expenses of counsel, in connection with the enforcement of any provision of the purchase agreement or of the promissory notes issued thereunder, The Contracting Airlines shall reimburse Facilities Corporation for the amounts of the same within 10 days after demand by Facilities Corporation therefor. The share of each of The Contracting Airlines of such amounts shall be equal to that proportion thereof which the total amount payable by such Contracting Airline to Facilities Corporation pursuant to paragraphs 404 and 405 of this Facilities Agreement beginning on the amortization commencement date and ending on the last day of the month preceding the month in which such fees and expenses were first demanded by the purchasers or such institution bears to the total amount payable by all The Contracting Airlines to Facilities Corporation during such period.

ARTICLE 4

Guaranteed Percentages

401. Each of The Contracting Airlines shall pay its "guaranteed percentage" of the rentals provided in paragraph 304 and the pay-

ments provided in paragraph 305, which guaranteed percentage, subject to the provisions of paragraph 402, shall be the percentage set forth below opposite its name:

Contracting Airlines	Guaranteed Percentage
American Airlines, Inc.	34.66%
Delta Air Lines, Inc.	3.15%
Eastern Air Lines, Inc.	22.27%
Trans World Airlines, Inc.	14.29%
United Air Lines, Inc.	11.98%
Allegheny Airlines, Inc.	3.70%
Braniff Airways, Incorporated	1.60%
National Airlines, Inc.	3.53%
North Central Airlines, Inc.	1.00%
Northwest Airlines, Inc.	1.09%
Ozark Air Lines, Inc.	.10%
Piedmont Aviation, Inc.	.55%
Southern Airways, Inc.	.19%
Shell Oil Company	1.89%

402. If this Facilities Agreement is terminated with respect to any Contracting Airline pursuant to paragraph 904 or 905 (such Contracting Airline in this paragraph 402 being called a "terminated airline"), from and after the date of such termination, the guaranteed percentage of each other Contracting Airline shall be the amount thereof immediately prior to the date of such termination plus an amount equal to that proportion of the guaranteed percentage of the terminated airline immediately prior to the date of such termination which the amount of the guaranteed percentage of such other Contracting Airline immediately prior to the date of such termination bears to the aggregate amount of the guaranteed percentages of all The Contracting Airlines, other than the terminated airline, immediately prior to the date of such termination.

403. As among The Contracting Airlines only, the provisions of paragraphs 404 and 405 shall apply. Nothing contained in paragraphs 404 and 405 shall in any way affect the obligation of each of The Contracting Airlines to Facilities Corporation provided in paragraphs 401 and 402.

404. (a) From and after the operation commencement date, each Contracting Airline shall pay Facilities Corporation monthly that proportion of the aggregate amount required to be paid by all The Con-

tracting Airlines pursuant to paragraphs 304 and 305 ("aggregate amount") for the month in question which the gallonage of such Contracting Airline during the month in question bears to the total gallonage of all The Contracting Airlines during the month in question.

(b) If, for any full calendar month after the operation commencement date, none of The Contracting Airlines has any gallonage, each Contracting Airline shall pay that proportion of the aggregate amount for such month which the gallonage of such Contracting Airline for the 6 months immediately preceding such month bears to the gallonage of all The Contracting Airlines for such 6 months.

(c) If, during any full calendar month during the term of this Facilities Agreement after the operation commencement date, any Contracting Airline shall not have gallonage for a period of at least 10 consecutive days, such Contracting Airline, for the purpose of computing its liability under this paragraph 404, shall be deemed to have had gallonage equal to whichever of the following results in the greater charge to such Contracting Airline: (i) its actual gallonage for the month in question, or (ii) its average gallonage (including gallonage attributed to such Contracting Airline pursuant to this paragraph for any such month) during the last 3 full calendar months immediately preceding the month in question in which the regular operations of such Contracting Airline were not interrupted for 10 days or more.

405. If, prior to the operation commencement date, The Contracting Airlines are required to make any payment to Facilities Corporation pursuant to subparagraph (b) or subparagraph (e) of paragraph 304 or subparagraph (a) of paragraph 305 of this Facilities Agreement, each Contracting Airline shall pay Facilities Corporation monthly, for such period prior to the operation commencement date, its guaranteed percentage of each such payment.

406. Facilities Corporation shall make, or cause to be made, such computations and billings as may be required pursuant to paragraphs 404, 405 and 711 and distribute the same to The Contracting Airlines.

ARTICLE 5

Insurance

501. In the event of damage, destruction or loss to the Facilities, or the Pipeline, as the case may be, if Facilities Corporation is re-

quired, pursuant to the Site Lease, or has elected, pursuant to its consent to the Pipeline Operating Agreement, as the case may be, to repair or replace the Facilities as provided therein,

(a) Facilities Corporation shall, as provided in the Site Lease, or such consent, repair or replace, or cause to be repaired or replaced, such damage, destruction or loss to the extent of the insurance proceeds received by Facilities Corporation; and

(b) if such amount of insurance proceeds is insufficient properly to repair or replace such damage, destruction or loss, Facilities Corporation shall pay the amount of the deficiency and properly repair or replace, or cause to be repaired or replaced, such damage, destruction or loss, provided that, prior thereto, Facilities Corporation and a majority of The Contracting Airlines shall have entered into a written agreement providing for (i) the maximum amount of such deficiency; (ii) the amortization period therefor; (iii) the rental or payment with respect thereto payable by The Contracting Airlines to Facilities Corporation pursuant to subparagraph (d) of paragraph 304 or subparagraph (c) of paragraph 305 of this Facilities Agreement; and (iv) either (1) the fraction by which the amount of such deficiency shall be amortized each month during the amortization period, together with the rate of interest payable on the unamortized balance of such deficiency, or (2) a table designed to show the amortization, by constant monthly payments each month during the amortization period, of the amount of such deficiency over the amortization period, with interest at the rate at which Facilities Corporation actually borrows the amount of such deficiency, which table shall show in terms of percentages the unamortized balance of the amount of such deficiency each month during the amortization period.

ARTICLE 6

Condemnation; Termination of Pipeline Franchise

601. If the Federal Government, the State Government, or any agency, instrumentality or political subdivision thereof, takes in condemnation or appropriates all or a material part (as defined in the Site

Lease) of the Facilities, or the Public Landing Area (as defined in the Site Lease), the general purchase provisions shall apply, or if all or a substantial part of the Pipeline is taken in condemnation or appropriated, or if the Pipeline Franchise is terminated (without being immediately renewed), paragraph 710 shall apply, and on the date that The Contracting Airlines have paid in full the amount required to be paid by them pursuant to the general purchase provisions or pursuant to paragraph 710, as the case may be, Facilities Corporation shall assign to The Contracting Airlines all its right, title and interest in and to any damages or award and the interest payable thereon or purchase price in lieu thereof by reason of such taking or appropriation. Facilities Corporation shall execute and deliver to The Contracting Airlines any and all instruments that may be required to effectuate the provisions of this paragraph 601.

602. If less than a material part of the Facilities is so taken in condemnation or appropriated and the Site Lease is not terminated by reason thereof, or if less than a substantial part of the Pipeline is so taken in condemnation or appropriated and neither the Pipeline Operating Agreement nor the Pipeline Franchise is terminated by reason thereof,

(a) Facilities Corporation shall repair, replace, restore or rebuild the part of the Facilities or the Pipeline, as the case may be, not so taken or appropriated to the extent of the amount of any damages or award received by it; and

(b) if the amount of such damages or award with respect to such taking or appropriation received by Facilities Corporation is insufficient properly to repair, replace, restore or rebuild the part not so taken or appropriated, Facilities Corporation shall pay the amount of the deficiency and properly repair, replace, restore or rebuild the part of the Facilities or the Pipeline, as the case may be, not so taken, provided that, prior thereto, a majority of The Contracting Airlines and Facilities Corporation shall have entered into a written agreement providing for the same matters as are referred to in clauses (i) through (v) of subparagraph (b) of paragraph 501; and

(c) if the amount of such damages or award is in excess of the full cost of such repair, replacement, restoration or rebuilding and Facilities Corporation receives the amount of such excess, Facilities Corporation shall retain the amount of such excess to the extent of the Original Facilities and Additional Facilities amortization balance, or the Original Pipeline and Additional Pipeline amortization balance, as the case may be, and after such receipt of the amount of such excess by Facilities Corporation, the Original Facilities and Additional Facilities amortization balance or the Original Pipeline and Additional Pipeline amortization balance, as the case may be, shall be reduced to the extent of the amount so received by it. If the amount so received by it exceeds the Original Facilities and Additional Facilities amortization balance, or the Original Pipeline and Additional Pipeline amortization balance, as the case may be, Facilities Corporation shall pay over to The Contracting Airlines the amount of such excess. Each Contracting Airline's share of such excess shall be that proportion which the amount payable by such Contracting Airline to Facilities Corporation pursuant to paragraphs 404 and 405 of this Facilities Agreement for the period beginning on the amortization commencement date and ending on the last day of the month immediately preceding the month in which such taking or appropriation occurred bears to the total amount payable by all The Contracting Airlines to Facilities Corporation pursuant to such paragraphs for such period.

ARTICLE 7

Purchase of Business or Stock of Facilities Corporation

701. If (a) the Facilities Agreement is terminated prior to the expiration of its term, for any reason, or (b) the Site Lease is terminated prior to the expiration of its term, for any reason, or (c) if at any time there is no Fuel Storage Service Agreement in effect, for any reason, The Contracting Airlines shall be obligated to acquire either the entire business of Facilities Corporation or the Facilities Stock, as determined by The Contracting Airlines, all as provided for in this Article 7, and payment for the entire business of Facilities Corporation or the Facilities Stock, as the case may be, shall be made in accordance with the provisions of this Article 7.

The holder of the Facilities Stock, concurrently with the execution of this Facilities Agreement, has executed the Escrow Agreement and the Indemnity and Contingent Claim Agreement, in the form annexed hereto as Exhibits F1 and F2, respectively, and has delivered to the Secretary of American, as escrow agent ("Escrow Agent"), the certificate for the Facilities Stock, together with such executed Indemnity and Contingent Claim Agreement to be held in escrow, pursuant to the terms of this Facilities Agreement, and more particularly, pursuant to the terms of the Escrow Agreement and the Indemnity and Contingent Claim Agreement.

Facilities Corporation shall not issue any new or additional shares of stock unless the acquisition and ownership of such shares are made conditional upon the execution by the holder of such new or additional shares of an Escrow Agreement similar to Exibit F1 and an Indemnity and Contingent Claim Agreement similar to Exhibit F2 and upon the delivery of the certificates for such new or additional shares and of such executed Indemnity and Contingent Claim Agreement to the Escrow Agent to be held in escrow pursuant to the terms of this Facilities Agreement and the terms of the Escrow Agreement and the Indemnity and Contingent Claim Agreement.

The Contracting Airlines, and each of them, consent and agree to the terms and conditions of the Escrow Agreement and the Indemnity and Contingent Claim Agreement, and agree and acknowledge that, upon the execution thereof by the holder of the Facilities Stock, The Contracting Airlines, and each of them, shall perform, keep and observe all the obligations, terms and conditions therein contained on the part of The Contracting Airlines, and each of them, to be performed, kept and observed.

Facilities Corporation shall cause all certificates for the Facilities Stock, including the certificate presently outstanding, to have endorsed on the face thereof an endorsement stating that said certificates are subject to the provisions of the Facilities Agreement and to the provisions of the Escrow Agreement and the Indemnity and Contingent Claim Agreement.

Facilities Corporation's stock book or books and its stock transfer ledger shall, at all reasonable times, be accessible to, and open for inspection by, each of The Contracting Airlines and its attorneys.

702. During the term of the Facilities Agreement, a majority of The Contracting Airlines shall have the option, if such majority elects to terminate this Facilities Agreement, to acquire either the entire business of Facilities Corporation or the Facilities Stock in the manner

provided for in paragraph 703 by paying an amount equivalent to the following items (1) and (2) if a majority of The Contracting Airlines elects to acquire the entire business of Facilities Corporation, or the following items (1) and (2) plus the following item (3) if a majority of The Contracting Airlines elects to acquire the Facilities Stock:

(1) the Original Facilities and Additional Facilities amortization balance;

(2) the Original Pipeline and Additional Pipeline amortization balance;

(3) an amount equal to the value of all assets, tangible or intangible, of Facilities Corporation, on the effective date of termination, other than the right to receive the Original Facilities and Additional Facilities amortization balance and the Original Pipeline and Additional Pipeline amortization balance, determined in accordance with generally accepted principles of accounting, and without any value being attributed to good will or to the Facilities, the Pipeline, the lease of the Facilities to The Contracting Airlines pursuant to paragraph 301 of this Facilities Agreement, or the Pipeline Franchise, less any obligations or indebtedness of Facilities Corporation other than the indebtedness of Facilities Corporation under the purchase agreement, provided that in no event shall the application of this item (3) result in a deduction of any amount from the amounts determined under items (1) and (2).

703. The time and the manner in which the obligation or the option referred to in paragraph 701 or 702 shall be exercised or fulfilled are as follows: (a) a majority of The Contracting Airlines shall deliver to Facilities Corporation, as escrow agent, if it elects to acquire the entire business of Facilities Corporation, or to the Escrow Agent, on behalf of the holder of the Facilities Stock, if it elects to acquire the Facilities Stock, a certified check or checks for the aggregate of the amounts specified in items (1) and (2) of paragraph 702 (the date in question for the determination of the amounts of such items (1) and (2) of paragraph 702 being the last day of the third month following the month during which said check or checks for such amounts are so delivered either to Facilities Corporation or to the Escrow Agent, which date shall be the effective date of termination), to be held in escrow pursuant to the terms of this paragraph 703, and shall deliver a notice to Facilities Corporation and to the Escrow Agent

that such majority of The Contracting Airlines intends to terminate the Facilities Agreement and specifying which purchase option such majority of The Contracting Airlines has elected to exercise; (b) on the last day of the third month following the month during which the said check or checks and notice were so delivered, the Facilities Agreement and the Pipeline Operating Agreement and all the Fuel Storage Service Agreements shall terminate and, upon the delivery of the instruments referred to in paragraph 707 or 708, as the case may be, such check or checks shall be released from escrow and Facilities Corporation, or the holder of the Facilities Stock, as the case may be, shall thereupon be entitled to the free and full use of the same, subject to the provisions of clause (d) of paragraph 708 of this Facilities Agreement; and (c) within 30 days after the effective date of termination, The Contracting Airlines shall pay in cash or by certified check to the Escrow Agent, on behalf of the holder of the Facilities Stock, if The Contracting Airlines have elected to acquire the Facilities Stock, the amount due under item (3) of paragraph 702.

During the period from the delivery of said check or checks and notice referred to in subparagraph (a) of this paragraph 703 until the effective date of termination, the lease provided in paragraph 301 and the lease and sublease of the Pipeline provided in paragraph 303 shall each continue in effect, Allied shall continue to render service under the Fuel Storage Service Agreements and the Contracting Airlines shall continue to make all payments required to be made pursuant to Article 3 of this Facilities Agreement.

704. If notice of termination of this Facilities Agreement is given by Facilities Corporation pursuant to paragraph 903, a majority of The Contracting Airlines, on or before 15 days before the effective date of termination, shall deliver to Facilities Corporation and the Escrow Agent a notice specifying which purchase option such majority of The Contracting Airlines has elected to exercise, and each Contracting Airline shall pay, in cash or by certified check to Facilities Corporation, or to the Escrow Agent, on behalf of the holders of the Facilities Stock, as the case may be, (a) on or before 15 days before the effective date of termination, its share of the aggregate of the amounts specified in items (1) and (2) of paragraph 702 (the date for the determination of such items (1) and (2) of paragraph 702 being the effective date of termination), and (b) on or before 30 days after the effective date of

termination, its share of the amount specified in item (3) of paragraph 702, if such majority of The Contracting Airlines has elected to acquire the Facilities Stock. Each Contracting Airline's share of such amounts shall be equal to its guaranteed percentage of such amounts on the date in question.

705. If notice of termination of this Facilities Agreement is given by Facilities Corporation pursuant to paragraph 903 hereof, and any Contracting Airline fails to pay in cash or by certified check to Facilities Corporation, or the Escrow Agent, such Contracting Airline's full share of the amount specified in paragraph 704 required to be paid on or before the effective date of termination, Facilities Corporation shall have the option, on or before the effective date of termination either (a) to retain such payments made to it pursuant to paragraph 704 (or to direct the Escrow Agent to release the payments made to him, free of escrow, either to the holder of the Facilities Stock, if there is no indebtedness then outstanding under the purchase agreement, or to the purchasers, if there is any indebtedness then outstanding [whether or not due] under the purchase agreement) and preserve all its rights and remedies, whether in law or in equity, against each such Contracting Airline which fails to pay to Facilities Corporation, or to the Escrow Agent, such Contracting Airline's full share of the amount specified in paragraph 704, or (b) to return all payments made to it pursuant to paragraph 704 (or to direct the Escrow Agent to return all payments made to him) in which event Facilities Corporation shall rescind its notice of termination and this Facilities Agreement, the Pipeline Operating Agreement and all the Fuel Storage Service Agreements shall each continue in full force and effect as if no notice of termination had been given.

706. If this Facilities Agreement is terminated otherwise than pursuant to paragraph 902 or 903 hereof, (a) on the effective date of termination, a majority of The Contracting Airlines shall deliver to Facilities Corporation and the Escrow Agent a notice specifying which purchase option such majority of The Contracting Airlines has elected to exercise, and (b) on the effective date of termination, the entire business of Facilities Corporation or the Facilities Stock, as the case may be, shall become the property of The Contracting Airlines, and (c) on or before 90 days after the effective date of termination, each Con-

tracting Airline shall pay, in cash or by certified check, to Facilities Corporation, or to the Escrow Agent, on behalf of the holder of the Facilities Stock, as the case may be, with interest at 8½% per annum from the effective date of termination, its share (determined in the manner provided in the last sentence of paragraph 704) of the amount specified in paragraph 702 for the acquisition of the entire business of Facilities Corporation or the Facilities Stock, as a majority of The Contracting Airlines shall have elected, the date in question for the determination of items (1) and (2) of paragraph 702 being the effective date of termination.

707. If a majority of The Contracting Airlines has elected to acquire the entire business of Facilities Corporation and The Contracting Airlines have made the payments, if any, to Facilities Corporation required to be made prior to the effective date of termination, on such date (a) the Facilities Agreement shall terminate, and (b) the Pipeline Operating Agreement shall terminate, and (c) the entire business of Facilities Corporation shall become the property of The Contracting Airlines, and (d) Facilities Corporation shall deliver to them a duly executed assignment of all its right, title and interest in and to (i) the Pipeline and the Pipeline Franchise, in the form annexed hereto as Exhibit F4, and (ii) the Site Lease, in the form annexed to Exhibit B1 as Exhibit B1A, and (e) The Contracting Airlines shall deliver to Facilities Corporation a duly executed agreement, in the form annexed hereto as Exhibit F5, by which The Contracting Airlines assume all the terms and conditions on the part of Facilities Corporation to be performed under the Pipeline Franchise, and (f) the Escrow Agreement referred to in paragraph 701 shall terminate.

Facilities Corporation hereby irrevocably designates and appoints the person then holding the office of Treasurer of American as its attorney-in-fact to execute and deliver the instrument referred to in clause (d) of this paragraph 707, if Facilities Corporation shall fail so to execute and deliver such instrument. The Contracting Airlines, and each of them, hereby irrevocably designate and appoint the person then holding the office of Treasurer of Facilities Corporation as their, and each of their, attorney-in-fact to execute and deliver the instruments referred to in clause (e) of this paragraph 707, if The Contracting Airlines shall fail so to execute and deliver such instruments.

From time to time at the request of a majority of The Contracting Airlines, whether on or after the effective date of termination, and without additional consideration, Facilities Corporation shall execute and deliver to The Contracting Airlines such other and further instruments or documents to transfer effectually to them the entire business of Facilities Corporation, as a majority of The Contracting Airlines may request, in form satisfactory to counsel to such majority, but the delivery of such other and further instruments or documents shall not be a condition of the release from escrow of the check or checks or cash delivered to Facilities Corporation in escrow or of the making of the payments required to be made to Facilities Corporation pursuant to the provisions of this Article 7.

The payments required to be made by The Contracting Airlines to Facilities Corporation subsequent to such effective date of termination, pursuant to paragraph 703, 704 or 706, as the case may be, shall be made within the time specified in the applicable paragraph.

708. If a majority of The Contracting Airlines has elected to acquire the Facilities Stock and The Contracting Airlines have made the payments, if any, to the Escrow Agent on behalf of the holder of the Facilities Stock required to be made prior to the effective date of termination (a) on the effective date of termination, this Facilities Agreement shall terminate, and (b) on the effective date of termination, the Facilities Stock held by the Escrow Agent shall be released from escrow and shall be delivered to, and become the property of, The Contracting Airlines, and (c) on the effective date of termination, the Indemnity and Contingent Claim Agreements held by the Escrow Agent shall be released from escrow and shall be delivered to The Contracting Airlines and shall become immediately effective in all respects, and (d) if there is any indebtedness then outstanding (whether or not due) under the purchase agreement, the Escrow Agent, if he receives the same on or prior to the effective date of termination, shall pay the Original Facilities and Additional Facilities amortization balance and the Original Pipeline and Additional Pipeline amortization balance to the purchasers on the effective date of termination, or, if he receives the same after the effective date of termination, shall, upon receipt thereof, pay the same to the purchasers.

The payments required to be made by The Contracting Airlines to the Escrow Agent, on behalf of the holder of the Facilities Stock,

subsequent to such effective date of termination, pursuant to paragraph 703, 704 or 706, as the case may be, shall be made within the times specified in the applicable paragraph.

709. If any Contracting Airline fails to pay to Facilities Corporation any amount payable by it pursuant to this Article 7, any one or more of the other of The Contracting Airlines shall have the right to pay such amount to Facilities Corporation, and such one or more of The Contracting Airlines making such payment shall have the election either (a) to take title in its name or their names to the interest in the entire business of Facilities Corporation or the Facilities Stock, as the case may be, which is paid for by such payment, in which event such defaulting Contracting Airline shall have no rights in or to said interest, or (b) to have such payment credited to the account of such defaulting Contracting Airline and the interest in the entire business of Facilities Corporation or the Facilities Stock, as the case may be, transferred to such defaulting Contracting Airline, in which event such defaulting Contracting Airline shall be indebted to such one or more of The Contracting Airlines making such payment in the amount of such payment.

710. If (a) all or a substantial part of the Pipeline is taken in condemnation or appropriated, or (b) the Pipeline is damaged or destroyed and the provisions of paragraph 501 apply, or (c) the Pipeline Franchise is terminated (without being immediately renewed) prior to the Site Lease expiration date, or (d) the Pipeline is abandoned for a period of at least 30 days, or (e) the operation of the Pipeline is restrained or prohibited by any court of competent jurisdiction or governmental agency for a period of at least 30 days, then, if a majority of The Contracting Airlines shall not have elected to exercise its option to acquire the entire business of Facilities Corporation or the Facilities Stock, The Contracting Airlines, upon demand by Facilities Corporation, shall be obligated to pay the Original and Additional Pipeline amortization balance to Facilities Corporation. Each Contracting Airline's share of such amount shall be equal to its guaranteed percentage of such amount on the date in question.

711. As among The Contracting Airlines only, and without affecting each Contracting Airline's obligations to Facilities Corporation as provided in paragraphs 704, 706 and 710, each Contracting Airline's

share of the amounts to be paid by all of The Contracting Airlines pursuant to paragraph 704, 706 or 710, as the case may be, shall be

(a) with respect to the payments made pursuant to paragraph 704 or 706, as the case may be, an amount equal to that proportion thereof which the total amount payable by such Contracting Airline to Facilities Corporation pursuant to paragraphs 404 and 405 of this Facilities Agreement beginning on the amortization commencement date and ending on the last day of the month preceding the month of the effective date of termination bears to the total amount payable to Facilities Corporation pursuant to said paragraphs for such period by all The Contracting Airlines, and

(b) with respect to the payments made pursuant to paragraph 710, an amount equal to that proportion thereof which the total amount payable by such Contracting Airline to Facilities Corporation pursuant to paragraphs 404 and 405 of this Facilities Agreement beginning on the amortization commencement date and ending on the last day of the month preceding the month in which Facilities Corporation has made the demand referred to in paragraph 710 bears to the total amount payable to Facilities Corporation pursuant to said paragraphs for such period by all The Contracting Airlines.

Upon payment to Facilities Corporation of the amounts required to be paid pursuant to this Article 7, the respective share of each Contracting Airline of the entire business of Facilities Corporation or the Facilities Stock, as the case may be, unless otherwise agreed to by all The Contracting Airlines, shall be in proportion to such Contracting Airline's contribution to the purchase price thereof in accordance with this Article 7. The Contracting Airlines shall make such adjustments among themselves as shall be necessary to carry into effect the provisions of this paragraph 711.

ARTICLE 8

Amendment etc. of Agreements

801. Except as provided in paragraphs 802 and 803, without obtaining the consent of a majority of The Contracting Airlines, (a) Facilities Corporation shall not agree to any amendment, modification

or supplement to the Assignment and Assumption Agreement, to the Site Lease, or to the consent to the Pipeline Operating Agreement, (b) Allied shall not agree to any amendment, modification or supplement to the Pipeline Operating Agreement or any of the Fuel Storage Service Agreements, (c) Facilities Corporation shall not terminate the Assignment and Assumption Agreement, or Site Lease, and (d) Allied shall not terminate the Pipeline Operating Agreement or any of the Fuel Storage Service Agreements. Facilities Corporation and Allied shall each furnish promptly to each of The Contracting Airlines a copy of any amendment, modification or supplement to any of the above documents prepared by any of the parties, and upon any such amendment, modification or supplement becoming effective, subject to the aforesaid consent of a majority of The Contracting Airlines, Facilities Corporation or Allied, as the case may be, shall furnish promptly to each of The Contracting Airlines a certified copy thereof.

802. If a majority of The Contracting Airlines gives notice to Allied that such majority requests Allied as of a specified date to terminate the Pipeline Operating Agreement, in accordance with its terms, with the then Pipeline Operator, and to enter into the Pipeline Operating Agreement with such other Pipeline Operator as shall be designated in such notice, Allied shall give notice of termination to the then Pipeline Operator and, as provided in paragraph 303 of this Facilities Agreement, enter into the Pipeline Operating Agreement with the new Pipeline Operator, as of the date specified in such notice.

803. If any Contracting Airline changes its Supplier, it shall give notice thereof to Allied and of the effective date of such change, and, as of the effective date, Allied shall terminate the Fuel Storage Service Agreement previously in effect and offer to enter into a new Fuel Storage Service Agreement with the new Supplier in accordance with such notice.

804. Facilities Corporation shall deliver to The Contracting Airlines a copy of any notice of termination of the Assignment and Assumption Agreement or Site Lease immediately after the giving or the receipt thereof, as the case may be.

805. Allied shall deliver to The Contracting Airlines a copy of any notice of termination of any Fuel Storage Service Agreement given either by it or by a Supplier (except in cases where a new Sup-

plier is substituted), or of any notice of termination of the Pipeline Operating Agreement, given either by it or by the Pipeline Operator, immediately after the giving or the receipt thereof, as the case may be.

806. So long as this Facilities Agreement is effective, neither Facilities Corporation nor Allied shall violate any of the terms, covenants and conditions on the part of the Lessee to be performed, kept and observed under the Site Lease.

ARTICLE 9

Term

901. The term of this Facilities Agreement shall commence on the effective date and shall terminate on the day preceding the date of expiration or earlier termination of the Site Lease.

902. A majority of The Contracting Airlines shall have the right to terminate this Facilities Agreement at any time with the consequences specified in paragraph 701 and upon compliance with the provisions of paragraphs 702 and 703.

903. Facilities Corporation shall have the right to terminate this Facilities Agreement with respect to all The Contracting Airlines at any time by giving to each of The Contracting Airlines at least 180 days' prior notice of termination, in which event the general purchase provisions shall apply. Except as provided in paragraphs 904 and 905, Facilities Corporation shall not have the right to terminate this Facilities Agreement with respect to less than all The Contracting Airlines without the prior consent of all The Contracting Airlines.

904. In the event that any Contracting Airline other than a Fixed Base Operator discontinues and abandons the conduct and operation of its air transportation service at the Airport or if a Fixed Base Operator abandons the conduct and operation of its services at the Airport or no longer has in full force and effect an agreement with the Port Authority, as specified in paragraph 126, or if any of them shall make a general assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed by it, or if it files a petition or answer seeking its reorganization or the readjustment of its indebtedness under any present or future Federal bankruptcy law or other Federal or state law, or if a receiver, trustee or liquidator of all or

substantially all of its property shall be appointed or applied for, or if a judgment, decree or order shall be entered by a court of competent jurisdiction determining that proceedings for reorganization, arrangement, adjustment, composition, liquidation, dissolution or winding up or any similar relief under any present or future Federal bankruptcy law or other Federal or state law have been properly instituted otherwise than by it and such judgment, decree or order shall remain unstayed and in effect for 30 days, this Facilities Agreement may, at the option of Facilities Corporation, be terminated forthwith with respect to such Contracting Airline but shall nevertheless continue in full force and effect with respect to all of the other of The Contracting Airlines.

905. If any Contracting Airline (a "defaulting airline") shall fail to pay any of its bills when due and payable as provided in paragraph 306, Facilities Corporation may, as long as such bill remains unpaid, give to such defaulting airline a notice of termination of this Agreement with respect to the defaulting airline, and such termination shall take effect on the twentieth day after the date of giving such notice, unless the defaulting airline shall pay such bill before such twentieth day.

906. In the event that Facilities Corporation shall fail to perform, keep, and observe any of the terms, covenants, or conditions herein contained on the part of Facilities Corporation to be performed, kept, and observed, then, in that event, if a majority of The Contracting Airlines give Facilities Corporation notice to correct or cure such default and if any such default shall continue for 30 days after the receipt of such notice by Facilities Corporation, a majority of The Contracting Airlines may, after the lapse of such 30-day period and prior to the correction or curing of such default, terminate this Facilities Agreement by giving notice to Facilities Corporation specifying the date of termination, which date shall not be earlier than 15 days after the date of the receipt by Facilities Corporation of such notice specifying the date of termination, and on such date this Facilities Agreement shall thereupon be terminated unless such default shall have sooner been cured.

907. This Facilities Agreement may be terminated forthwith (a) by giving notice of termination to Facilities Corporation by a

majority of The Contracting Airlines if Facilities Corporation shall make a general assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed by it, or if it files a petition or answer seeking its reorganization or the readjustment of its indebtedness under any present or future Federal bankruptcy law or other Federal or state law, or if a receiver, trustee or liquidator of all or substantially all of its property shall be appointed or applied for, or if a judgment, decree or order shall be entered by a court of competent jurisdiction determining that proceedings for reorganization, arrangement, adjustment, composition, liquidation, dissolution or winding up or any similar relief under any present or future Federal bankruptcy law or other Federal or state law have been properly instituted otherwise than by Facilities Corporation and such judgment, decree or order shall remain unstayed and in effect for 30 days, or (b) by giving notice of termination to The Contracting Airlines by Facilities Corporation if, in good faith, Facilities Corporation shall make a general assignment for the benefit of creditors, or file a petition in bankruptcy, or file a petition or answer seeking its reorganization or the readjustment of its indebtedness under any present or future Federal bankruptcy law or other Federal or state law, or if, in good faith, a receiver, trustee or liquidator of all or substantially all of its property shall be appointed or applied for, or if a judgment, decree or order shall be entered by a court of competent jurisdiction determining that proceedings for reorganization, arrangement, adjustment, composition, liquidation, dissolution or winding up or any similar relief under any present or future Federal bankruptcy law or other Federal or state law have been properly instituted otherwise than by Facilities Corporation and such judgment, decree or order shall, in good faith, remain unstayed and in effect for 30 days.

ARTICLE 10

Miscellaneous

1001. Facilities Corporation shall devote itself exclusively to the performance of the terms, covenants and conditions on its part to be performed under this Facilities Agreement, and shall not engage in any other business at the Airport or elsewhere.

1002. If (a) Facilities Corporation, pursuant to the purchase agreement, shall have the right to prepay any or all of the amount borrowed under the purchase agreement, and (b) a majority of The Contracting Airlines shall request Facilities Corporation to prepay on a specified date a specified amount pursuant to the purchase agreement, and (c) The Contracting Airlines, prior to the specified date, shall tender to Facilities Corporation a certified check or checks for the specified amount, together with the prepayment premium, then Facilities Corporation on such specified date shall prepay the specified amount and thereupon the Original Facilities and Additional Facilities amortization balance, or the Original Pipeline and Additional Pipeline amortization balance, as the case may be, shall be reduced to the extent of the specified amount.

1003. If an underground into-plane fueling system is installed at the Airport and Allied is designated as the operator of such system, the fee referred to in clause (c) of paragraph 1501 of the Fuel Storage Service Agreement shall be discontinued as of the date Allied commences operation of such into-plane fueling system, pursuant to such terms as shall have been mutually agreed upon.

1004. Paragraph 1302 of the Fuel Storage Service Agreement is herein incorporated by reference, except that whenever the term "Suppliers" is used in such paragraph, such term shall mean and be deemed to mean "The Contracting Airlines", and The Contracting Airlines, and each of them, agree to be bound by the provisions of such paragraph so incorporated by reference.

1005. The Contracting Airlines understand that because of the pressure of time, the Pipeline Franchise will initially be in the name of BPL which has entered into an agreement with Facilities Corporation to assign the Pipeline Franchise to Facilities Corporation as soon as practicable after the construction of the Original Pipeline has been completed. The Contracting Airlines further understand such Pipeline Franchise will expire on July 1, 1976. Facilities Corporation shall use its best efforts to renew, and keep renewing, the Pipeline Franchise so that the same shall not expire earlier than the Site Lease expiration date.

1006. American shall file the Facilities Agreement with the Civil Aeronautics Board and each of The Contracting Airlines hereby concurs in such filing.

ARTICLE 11

Additional Air Carriers

1101. It is the intention of The Contracting Airlines and of Facilities Corporation that any other air carrier in addition to The Contracting Airlines signatory hereto, engaged, or which may hereafter engage, in scheduled air transportation at the Airport with the right so to do and any other Fixed Base Operator shall have the right to become a party to this Facilities Agreement upon such equitable terms and conditions as may be mutually agreed upon. Any such carrier or Fixed Base Operator becoming a party to this Facilities Agreement shall thereafter be deemed to be included and referred to in the term "The Contracting Airlines" as used herein and for all purposes hereof and such carrier or Fixed Base Operator shall be and become one of the entities constituting the Sublessee under the agreement set forth as Exhibit B2 and said entity and Facilities Corporation shall execute and deliver to the Port Authority a consent agreement in a form satisfactory to the Port Authority.

ARTICLE 12

Counterparts

1201. The Facilities Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and only one instrument.

ARTICLE 13

Governing Law

1301. The Facilities Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

ARTICLE 14

Notices

1401. Any notice, direction, consent or approval which may be or is required to be given or delivered hereunder shall be in writing and shall be sent by registered or certified mail, postage prepaid, addressed to Facilities Corporation at Two Pennsylvania Plaza, New York, New York 10001 (or at such other address as it may designate in writing), and to Allied at Two Pennsylvania Plaza, New York, New York 10001 (or to such other address as it may designate in writing), and to each Contracting Airline at its main or executive office (or to such other address as it may designate in writing) with a copy to its office at the Airport.

ARTICLE 15

Article Headings

1501. The article headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision of the Facilities Agreement.

ARTICLE 16

Benefits and Obligations Accrue to Successors

1601. (a) Facilities Corporation may not assign the Facilities Agreement, the Site Lease, the Pipeline or the Pipeline Franchise, without the consent of a majority of The Contracting Airlines, but Facilities Corporation, without the consent of any of The Contracting Airlines, may assign moneys due or to become due under the Facilities Agreement or the Site Lease.

(b) Allied may not assign the Facilities Agreement, the Fuel Storage Service Agreement, or the Pipeline Operating Agreement without the consent of a majority of The Contracting Airlines, but Allied, without the consent of any of The Contracting Airlines, may assign moneys due or to become due under the Facilities Agreement, the Fuel Storage Service Agreement, or the Pipeline Operating Agreement.

1602. None of The Contracting Airlines may assign the Facilities Agreement without the consent of Facilities Corporation and the other Contracting Airlines, provided, however, that nothing in this paragraph 1602 shall prevent the assignment of the Facilities Agreement by any Contracting Airline to a corporation with which it may merge or be consolidated or which may acquire substantially all of its business.

1603. All the terms and conditions of this Facilities Agreement shall accrue to and be binding upon the successors and assigns of the respective parties hereto.

In Witness Whereof, the parties hereto have caused this Agreement to be duly executed.

LaGuardia Fuel Facilities Corporation
By D. H. McCampbell
President
(Corporate Seal)

Attest:

J. N. Buzanga
Secretary

Allied Aviation Service Company of New York, Inc.

By D. H. McCampbell
President
(Corporate Seal)

Attest:

J. N. Buzanga
Ass't Secretary

American Airlines, Inc.

By Gene E. Overbeck
Senior Vice President
(Corporate Seal)

Attest:

H. Wayne Wile
Secretary

DELTA AIR LINES, INC.

By H. T. FINCHER
Senior Vice President —
Operations
(Corporate Seal)

Attest:

IKE LASSETER
Assistant Secretary

EASTERN AIR LINES, INC.

By G. W. MCCARTER
Vice President
Properties
(Corporate Seal)

Attest:

J. E. CREIGHTON
Secretary

TRANS WORLD AIRLINES, INC.

By A. E. JORDAN
Vice President
Technical Services
(Corporate Seal)

Attest:

E. EILEEN FLEMING
Assistant Secretary

UNITED AIR LINES, INC.

By CHARLES F. MCERLEAN
Executive Vice President
and Chief Operating Officer
(Corporate Seal)

Attest:

R. H. CARTER
Ass't Secretary

ALLEGHENY AIRLINES, INC.

By L. THOMAS FERGUSON
Executive Vice President
(Corporate Seal)

Attest:

MARY S. MORRIS
Ass't Secretary

BRANIFF AIRWAYS, INCORPORATED

By HORACE BOLDING
Vice President
(Corporate Seal)

Attest:

JAY M. JACKSON
Secretary

NATIONAL AIRLINES, INC.

By G. R. WOODY
Executive Vice-President
(Corporate Seal)

Attest:

J. M. LINDSEY
Secretary

NORTH CENTRAL AIRLINES, INC.

By BERNARD SWEET
President
(Corporate Seal)

Attest:

JOHN P. DOW
Vice President &
Secretary

NORTHWEST AIRLINES, INC.

By R. W. CHAMBERS
Vice President — Properties
(Corporate Seal)

Attest:

A. E. FLOAN
Secretary

OZARK AIR LINES, INC.

By A. J. ROSE
V. P. Finance & Treasurer
(Corporate Seal)

Attest:

VYONNE OVERHOLSER
Assistant Secretary

PIEDMONT AVIATION, INC.

By H. K. SAUNDERS
Senior Vice President
(Corporate Seal)

Attest:

T. W. MORTON
Secretary

SOUTHERN AIRWAYS, INC.

By GRAYDON HALL
Ex. V.P. & Gen. Mgr.
(Corporate Seal)

Attest:

J. K. COURTENAY
Secretary

SHELL OIL COMPANY

By E. F. LOVELAND
Vice President
(Corporate Seal)

Attest:

C. M. WRIGHT
Assistant Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

On the 26th day of March, 1973, before me personally came DONALD H. McCAMPBELL, to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of LaGUARDIA FUEL FACILITIES CORPORATION, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; that he signed his name thereto by like order.

ANNA F. McKIERNAN

ANNA F. McKIERNAN
Notary Public, State of New York
No. 03-7853465 Qual. in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 26th day of March, 1973, before me personally came DONALD H. McCAMPBELL, to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of ALLIED AVIATION SERVICE COMPANY OF NEW YORK, INC., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so fixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

ANNA F. McKIERNAN

ANNA F. McKIERNAN
Notary Public, State of New York
No. 03-7853465 Qual. in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 5th day of December, 1972, before me personally came GENE E. OVERBECK to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Vice President of AMERICAN AIRLINES INC., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

GALE KAY WALL

GALE KAY WALL
Notary Public, State of New York
No. 31-9509200
Qualified in New York County
Commission Expires March 30, 1973

STATE OF GEORGIA
COUNTY OF FULTON } ss.:

On the 13th day of December, 1972, before me personally came H. T. FINCHER to me known, who, being by me duly sworn, did depose and say that he resides at that he is the Sr. Vice President of Operations, DELTA AIR LINES, INC., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

JEAN M. SMITH

Notary Public, Georgia State at Large
My Commission Expires Sept. 21, 1975

STATE OF FLORIDA
COUNTY OF DADE } ss.:

On the 11th day of December, 1972, before me personally came G. W. MCCARTER to me known, who, being by me duly sworn, did depose and say that he resides at

that he is a Vice President of EASTERN AIR LINES, INC., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

ARTHUR D. MEYER

Notary Public, State of Florida at Large
My Commission Expires Aug. 2, 1976
Bonded thru Maynard Bonding Agency

STATE OF MISSOURI
COUNTY OF PLATTE } ss.:

On the 7th day of December, 1972, before me personally came A. E. JORDAN to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Vice President of TRANS WORLD AIRLINES, INC., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

E. ANITA McLAUGHLIN

E. ANITA McLAUGHLIN
My Commission Expires May 7, 1976

Notary Public in and for Clay County, Mo., which adjoins Platte County, Mo.

STATE OF ILLINOIS
COUNTY OF COOK } ss.:

On the 20th day of December, 1972, before me personally came CHARLES F. McERLEAN to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Executive Vice President of UNITED AIR LINES INC., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

CHARLES W. JOHNSON

My Commission Expires July 22, 1973

STATE OF VIRGINIA
COUNTY OF AT LARGE } ss.:

On the 19th day of December, 1972, before me personally came L. THOMAS FERGUSON to me known, who, being by me duly sworn, did depose and say that he resides at

; that he is the Ex. Vice President of ALLEGHENY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

JERRY L. DEPOY

My Commission Expires November the 5th, 1975

STATE OF TEXAS
COUNTY OF DALLAS } ss.:

On the 12th day of December, 1972, before me personally came HORACE BOLDING to me known, who, being by me duly sworn, did depose and say that he resides at
is the Vice President of BRANIFF AIRWAYS, INCORPORATED, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

KATHERINE JOHNSTON

Notary Public, Dallas County, Texas

STATE OF FLORIDA }
COUNTY OF DADE } ss.:

On the 25th day of January, 1973, before me personally came G. R. WOODY to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Executive Vice President of NATIONAL AIRLINES, INC., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

SHIRLEY J. TIGAR

Notary Public State of Florida At Large
My Commission Expires Feburary 5, 1977
Bonded Thru General Insurance Underwriters

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } ss.:

On the 8th day of December, 1972, before me personally came BERNARD SWEET to me known, who, being by me duly sworn, did depose and say that he resides at

; that he is the President of NORTH CENTRAL AIRLINES, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

BARBARA WELDY

BARBARA WELDY
Notary Public, Hennepin County, Minn.
My Commission Expires April 29, 1977

STATE OF MINN.
COUNTY OF DAKOTA } ss.:

On the 6th day of Dec., 1972, before me personally came R. W. CHAMBERS to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Vice President of NORTHWEST AIRLINES, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

JANYCE R. STE. MARIE

JANYCE R. STE. MARIE
Notary Public, Dakota County, Minn.
My Commission Expires May 23, 1974

STATE OF MISSOURI
COUNTY OF ST. LOUIS } ss.:

On the 22nd day of December, 1972, before me personally came A. J. ROSE to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Vice President of Finance of OZARK AIR LINES, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

R. GLORIA KRUEGER

My Commission Expires April 26, 1974

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH } ss.:

On the 5th day of December, 1972, before me personally came H. K. SAUNDERS to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Sr. Vice-President of PIEDMONT AVIATION, INC., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

NEDRA R. VAN ZEE

Notary Public of Forsyth County
My Commission Expires 10/14/78

STATE OF GEORGIA
COUNTY OF FULTON } ss.:

On the 10th day of January, 1973, before me personally came GRAYDON HALL to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Exec. Vice President & Gen. Mgr. of SOUTHERN AIRWAYS, INC. one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

MARY C. HAYES

Notary Public Fulton County, Georgia
My Commission Expires May 16, 1976

STATE OF TEXAS }
COUNTY OF HARRIS } ss.:

On the 19th day of February, 1972, before me personally came E. F. LOVELAND to me known, who, being by me duly sworn, did depose and say that he resides at

; that he is a Vice President of SHELL OIL COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

M. J. MCPHAIL

M. J. McPHAIL
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

(This page intentionally left blank)

EXHIBIT F1

ESCROW AGREEMENT

To: Secretary, American Airlines, Inc., as Escrow Agent

Dear Sir:

To induce The Contracting Airlines, and each of them, to enter into the Agreement to which this is attached (herein called "Facilities Agreement"), and to continue as parties thereto, the undersigned, the holder of the Facilities Stock (as that term is defined in paragraph 124 of the Facilities Agreement) hands to you herewith, as Escrow Agent, certificate numbered 1 for 100 shares of the capital stock of Facilities Corporation, such shares constituting the Facilities Stock, which certificate has been endorsed by the undersigned in blank, and which certificate is in proper form for transfer, with transfer tax stamps affixed thereto, to be held by you in escrow pursuant to the provisions of the Facilities Agreement and this Escrow Agreement. The undersigned further agrees that any and all other certificates for any and all other shares of stock of Facilities Corporation that may hereafter be issued to the undersigned shall, immediately upon such issuance, be delivered to you endorsed in blank and in proper form for transfer, with transfer tax stamps affixed thereto, to be held by you in escrow pursuant to the terms of the Facilities Agreement and this Escrow Agreement.

The undersigned also hands to you herewith an Indemnity and Contingent Claim Agreement, in the form annexed as Exhibit F2 to the Facilities Agreement, which has been duly executed by the undersigned and which is to be held by you in escrow pursuant to the terms of the Facilities Agreement and this Escrow Agreement.

If, as provided in the Facilities Agreement, The Contracting Airlines, or a majority of The Contracting Airlines (such term as used in this Escrow Agreement shall have the meaning set forth in paragraph 103 of the Facilities Agreement), deliver notice to you that they or it intend to acquire the Facilities Stock, you shall forthwith transmit a copy of such notice to the undersigned at its address set forth below or at such other address as the undersigned may from time to time designate in writing.

If such a notice is delivered to you and, prior to the effective date of termination of the Facilities Agreement, there is required to be, and there is, paid to you in full, on behalf of the undersigned, the amount provided for in the Facilities Agreement,

(a) you are hereby authorized, on the effective date of termination, to turn over, free of escrow, to The Contracting Airlines which have paid such amount the certificates for the Facilities Stock and the Indemnity and Contingent Claim Agreement held by you, provided that, on the effective date of termination, you either (1) pay to the purchasers (as that term is defined in paragraph 115 of the Facilities Agreement) the Original Facilities and Additional Facilities amortization balance and the Original Pipeline and Additional Pipeline amortization balance (as those terms are defined in paragraphs 118 and 119 of the Facilities Agreement), if there is any indebtedness then outstanding (whether or not due) under the purchase agreement (as that term is defined in paragraph 114 of the Facilities Agreement), or (2) pay to the undersigned the amount paid to you by such Contracting Airlines, if there is no indebtedness then outstanding under the purchase agreement, and

(b) upon the receipt by you, on behalf of the undersigned, subsequent to the effective date of termination, of any payments made by The Contracting Airlines, you shall immediately pay the same to the undersigned.

If such a notice is delivered to you and, prior to the effective date of termination of the Facilities Agreement, there is required to be, but, as set forth in paragraph 705 of the Facilities Agreement, there is not paid to you in full, on behalf of the undersigned, the amount provided for in the Facilities Agreement, and

(a) if, on or before the effective date of termination, you receive a direction from Facilities Corporation, pursuant to paragraph 705 of the Facilities Agreement, to release the payments made to you, free of escrow, either to the undersigned or to the purchasers, you are hereby authorized, on the effective date of termination, to turn over, free of escrow, to such Contracting Airlines which have made such payments the certificates for the Facilities Stock and the Indemnity and Contingent Claim

Agreement held by you, provided that, on the effective date of termination, you either (1) pay to the purchasers the amount of such payments, whether or not such amount constitutes the full amount of the Original Facilities and Additional Facilities amortization balance and the Original Pipeline and Additional Pipeline amortization balance, if there is any indebtedness then outstanding (whether or not due) under the purchase agreement, or (2) pay to the undersigned the payments made to you by such Contracting Airlines, if there is no indebtedness then outstanding under the purchase agreement, or

(b) if, on or before the effective date of termination, you receive a direction from Facilities Corporation, pursuant to paragraph 705 of the Facilities Agreement, to return such payments made to you, you are hereby authorized, on the effective date of termination, to return such payments to such Contracting Airlines which have made the same and you shall continue to hold in escrow the certificates for the Facilities Stock and the Indemnity and Contingent Claim Agreement pursuant to the terms of the Facilities Agreement and this Escrow Agreement.

If such a notice is delivered to you and, pursuant to the Facilities Agreement, The Contracting Airlines are not required to pay any amount to you, on behalf of the undersigned, prior to the effective date of termination,

(a) you are hereby authorized, on the effective date of termination, to turn over, free of escrow, to The Contracting Airlines the certificates for the Facilities Stock and the Indemnity and Contingent Claim Agreement held by you, and

(b) upon the receipt by you, on behalf of the undersigned, subsequent to the date of termination, of any payments made by The Contracting Airlines, you shall immediately either (1) pay to the purchasers the Original Facilities and Additional Facilities amortization balance and the Original Pipeline and Additional Pipeline amortization balance, if there is any indebtedness then outstanding (whether or not due) under the purchase agreement, and pay to the undersigned the balance, if any, of the amount paid to you by The Contracting Airlines, or (2) pay to

the undersigned the amount paid to you by The Contracting Airlines, if there is no indebtedness then outstanding under the purchase agreement.

If, under the purchase agreement, Facilities Corporation is required to pay to the purchasers any amount which may be required as a condition of prepayment of the indebtedness then outstanding under the purchase agreement and such amount is not required to be paid by The Contracting Airlines as the "prepayment premium" (as that term is defined in subparagraph (c) of paragraph 120 of the Facilities Agreement), the undersigned shall pay such amount to the purchasers at the time you pay to the purchasers the Original Facilities and Additional Facilities amortization balance and the Original Pipeline and Additional Pipeline amortization balance.

If a majority of The Contracting Airlines has elected to acquire the entire business of Facilities Corporation, you shall, upon request of the undersigned after receipt of a notice to such effect executed by a majority of The Contracting Airlines, return to the undersigned the certificates for the Facilities Stock delivered by the undersigned to you hereunder together with the Indemnity and Contingent Claim Agreement and this Escrow Agreement shall terminate forthwith.

This Escrow Agreement shall terminate on the expiration of the term of the Facilities Agreement. Upon the termination of this Escrow Agreement, you shall return to the undersigned the certificates for the shares of stock deposited by the undersigned hereunder, together with the Indemnity and Contingent Claim Agreement likewise deposited hereunder.

You understand that the undersigned may transfer any of the Facilities Stock, on the express condition that the transferee of such shares duly executes an Escrow Agreement similar to this Agreement and an Indemnity and Contingent Claim Agreement similar to Exhibit F2 attached to the Facilities Agreement and delivers or causes to be delivered to you as Escrow Agent such duly executed Agreements and the certificates for all the transferee's shares of stock of Facilities Corporation.

To effectuate such a transfer subject to such conditions (and only for such purpose), the undersigned, upon written request to you, may obtain a release of any of the certificates held by you hereunder for

a period not to exceed 5 days. In the event you receive such written request, you shall deliver the certificate or certificates in question to the Secretary of Facilities Corporation, who shall, within the specified period, deliver to you as Escrow Agent the new certificate or certificates endorsed in blank by the transferee and in proper form for transfer, with transfer tax stamps affixed thereto, together with an Escrow Agreement and an Indemnity and Contingent Claim Agreement duly executed by such transferee. The delivery by you to the Secretary of Facilities Corporation, pursuant to such written request, of any certificate or certificates for shares of stock of Facilities Corporation shall be a conditional delivery only and, upon the failure of such Secretary to deliver to you within the specified time the agreements and new certificate or certificates above referred to, he shall forthwith return to you the certificate or certificates delivered by you to him and such certificate or certificates shall continue to be held by you pursuant to this Escrow Agreement. The undersigned irrevocably designates and appoints the person then currently holding the office of Secretary of Facilities Corporation as the attorney in fact of the undersigned to perform, on behalf of the undersigned, the duties above referred to. In the event of a transfer in accordance with all the above terms and conditions, the result of which is that the undersigned no longer is a shareholder of Facilities Corporation and you receive written confirmation of such fact from the Secretary of Facilities Corporation, this Escrow Agreement shall terminate and you shall deliver to the undersigned its Indemnity and Contingent Claim Agreement deposited hereunder, provided that such transfer has been approved by a majority of The Contracting Airlines, as provided in the Indemnity and Contingent Claim Agreement.

It is mutually understood that you are acting as Escrow Agent by virtue of your position as Secretary of American Airlines, Inc. and that in the event you leave such position for any reason your successor or successors shall act as Escrow Agent hereunder.

The undersigned agrees, provided Facilities Corporation and each of The Contracting Airlines likewise agree, to indemnify and hold you and American Airlines, Inc., jointly and severally, harmless from and against any and all loss, damages, costs and expenses that may be incurred by reason of your compliance with the terms of this Escrow Agreement.

Notling contained in this Escrow Agreement shall entitle you to vote the stock held by you hereunder or receive dividends thereon, it being understood that, while this Escrow Agreement is in effect, such rights are reserved to the undersigned.

All the terms and conditions of this Escrow Agreement shall accrue to and be binding upon the successors, heirs, distributees, executors, administrators and legal representatives of the parties bound hereby.

Dated November 15, 1972

Very truly yours,

ALLIED MAINTENANCE SECURITIES, INC.

By D. H. MCCAMPBELL
Vice President

I hereby agree and undertake to act as Escrow Agent in accordance with the terms of the above Escrow Agreement and the Agreement to which it is attached.

H. WAYNE WILE
Secretary
AMERICAN AIRLINES, INC.

LaGuardia Fuel Facilities Corporation consents and agrees to be bound by so much of the above Escrow Agreement as is relevant to it.

LAGUARDIA FUEL FACILITIES CORPORATION

By D. H. MCCAMPBELL
President

American Airlines, Inc. consents and agrees to be bound by so much of the above Escrow Agreement as is relevant to it.

AMERICAN AIRLINES, INC.

By GENE E. OVERBECK
Senior Vice President

Delta Air Lines, Inc. consents and agrees to be bound by so much of the above Escrow Agreement as is relevant to it.

DELTA AIR LINES, INC.

By H. T. FINCHER
Vice President
Operations

Eastern Air Lines, Inc. consents and agrees to be bound by so much of the above Escrow Agreement as is relevant to it.

EASTERN AIR LINES, INC.

By G. W. MCCARTER
Vice President
Properties

Trans World Airlines, Inc. consents and agrees to be bound by so much of the above Escrow Agreement as is relevant to it.

TRANS WORLD AIRLINES, INC.

By A. E. JORDAN
Vice President
Technical Services

United Air Lines, Inc. consents and agrees to be bound by so much of the above Escrow Agreement as is relevant to it.

UNITED AIR LINES, INC.

By CHARLES F. MCERLEAN
Executive Vice President
and Chief Operating
Officer

Allegheny Airlines, Inc. consents and agrees to be bound by so much of the above Escrow Agreement as is relevant to it.

ALLEGHENY AIRLINES, INC.

By L. THOMAS FERGUSON

Braniff Airways, Incorporated consents and agrees to be bound by so much of the above Escrow Agreement as is relevant to it.

BRANIFF AIRWAYS, INCORPORATED

By HORACE BOLDING
Vice President

National Airlines, Inc. consents and agrees to be bound by so much of the above Escrow Agreement as is relevant to it.

NATIONAL AIRLINES, INC.

By G. R. WOODY

North Central Airlines, Inc. consents and agrees to be bound by so much of the above Escrow Agreement as is relevant to it.

NORTH CENTRAL AIRLINES, INC.

By JOHN P. DOW
Vice President
& Secretary

Northwest Airlines, Inc. consents and agrees to be bound by so much of the above Escrow Agreement as is relevant to it.

NORTHWEST AIRLINES, INC.

By R. W. CHAMBERS
Vice President-
Properties

Ozark Air Lines, Inc. consents and agrees to be bound by so much of the above Escrow Agreement as is relevant to it.

OZARK AIR LINES, INC.

By A. J. ROSE

Piedmont Aviation, Inc. consents and agrees to be bound by so much of the above Escrow Agreement as is relevant to it.

PIEDMONT AVIATION, INC.

By H. K. SAUNDERS
Senior Vice President

Southern Airways, Inc. consents and agrees to be bound by so much of the above Escrow Agreement as is relevant to it.

SOUTHERN AIRWAYS, INC.

By GRAYDON HALL
Ex. V. P. & Gen. Mgr.

Shell Oil Company consents and agrees to be bound by so much of the above Escrow Agreement as is relevant to it.

SHELL OIL COMPANY

By H. F. LOVELAND
Vice President

(This page intentionally left blank)

EXHIBIT F2

INDEMNITY AND CONTINGENT CLAIM AGREEMENT

To: The Contracting Airlines and each of you,
c/o Secretary, American Airlines, Inc.

Gentlemen:

To induce The Contracting Airlines, and each of them, to enter into the Agreement to which this is attached (herein called the "Facilities Agreement") and to continue as parties thereto, the undersigned agrees as follows:

If a majority of The Contracting Airlines (such term as used in this Indemnity and Contingent Claim Agreement shall have the meaning set forth in paragraph 103 of the Facilities Agreement) has elected to acquire and has duly acquired the Facilities Stock, as provided for in the Facilities Agreement, the undersigned agrees to indemnify and hold harmless Facilities Corporation and The Contracting Airlines, and each of them, from and against any and all claims, bills or statements of debt or liability which exceed the amount of any obligation, liability or claim which was disclosed as an obligation, liability or claim against Facilities Corporation for the purposes of the computation contemplated in item (3) of paragraph 702 of the Facilities Agreement, and from and against any and all undisclosed obligations, liabilities and claims of every description against Facilities Corporation, including, without limitation, tax liabilities and claims and litigations incurred, accrued, or arising by reason of any operations of Facilities Corporation prior to the effective date of termination of the Facilities Agreement.

If at any time, after the effective date of termination, there should be presented to Facilities Corporation any claim, bill or statement of debt or liability of Facilities Corporation which was not disclosed as an obligation, liability or claim against Facilities Corporation for purposes of the computation contemplated in item (3) of paragraph 702 of the Facilities Agreement, or which exceeds the amount of any obligation, liability or claim which was disclosed, such claim, bill or statement of debt or liability shall be submitted by Facilities Corporation to the person who was the President of Facilities Corporation

immediately prior to the effective date of termination (or if he be unavailable, to the undersigned) as the representative of all the holders of the Facilities Stock on the effective date of termination and if approved in writing by the said person for and on behalf of such holders, or if not disapproved in writing by him within 15 days after receipt by him of written notice of the same, shall be considered and deemed to be a liability of Facilities Corporation as of the effective date of termination, as to which the undersigned shall be liable as herein provided, and the undersigned hereby irrevocably designates and appoints such person as his attorney in fact to approve or disapprove any such claim, bill or statement. If any claim, bill or statement of the type referred to above is disapproved in writing by such person within the 15-day period herein provided for that purpose, the undersigned at its own expense and without cost or liability on the part of Facilities Corporation in connection therewith, shall take whatever steps may be necessary finally to determine the validity or amount of the debt or liability covered by such claim, bill or statement and upon the final determination thereof shall immediately discharge the obligations of the undersigned in connection therewith as herein provided for.

The indemnity provisions of this Agreement shall continue in full force and effect for 3 years after the effective date of termination, except that insofar as income tax liabilities are concerned, such provisions shall remain in full force and effect until the expiration of 1 year after such income tax liabilities shall have been finally and completely determined.

The undersigned further agrees and consents that the disposition and treatment, for purposes of the computation contemplated in item (3) of paragraph 702 of the Facilities Agreement, of any disputed, contingent, accrued or unliquidated accounts receivable or payable referred to in such item (3) and of any obligations, liabilities and claims against or in favor of Facilities Corporation with which such accounts are concerned shall be as follows:

One representative designated by the undersigned and one representative designated by a majority of The Contracting Airlines shall decide by agreement which of such accounts and the amounts thereof shall be included in the computation contemplated in such item (3) of paragraph 702 of the Facilities Agreement. In the event that such two

representatives fail to reach agreement and there shall be a controversy with respect to any such account or the amount thereof, such controversy shall be determined by a third impartial person who shall be selected by such two representatives or by the American Arbitration Association if the two representatives fail to agree on such third person.

In the event that it shall subsequently appear that such determination resulted in the crediting to the undersigned of an amount in excess of the final liquidation of any such account, the provisions of this Agreement with respect to indemnity shall apply and in the event the undersigned has been credited with an amount which is less than the final liquidation of any such account, Facilities Corporation shall pay over to the Escrow Agent the difference between such amounts for the account of the undersigned.

Any obligations on the part of the undersigned provided for herein shall extend to any other air carrier or Fixed Base Operator (as defined in the Facilities Agreement) which becomes a party to the Facilities Agreement and such air carrier or Fixed Base Operator shall have the same obligations to the undersigned provided for herein as any Contracting Airline.

This Agreement shall not become effective unless and until The Contracting Airlines duly acquire the Facilities Stock as provided for in the Facilities Agreement. In the event the undersigned desires to transfer or otherwise dispose of any of the Facilities Stock, it will notify The Contracting Airlines in writing of the identity of the transferee. Provided a majority of The Contracting Airlines approves such transferee, which approval it agrees not to withhold as to any financially responsible person or concern, the undersigned shall be released from its obligations and liabilities under this Indemnity and Contingent Claim Agreement to the extent of the shares so transferred.

All the terms and conditions of this Indemnity and Contingent Claim Agreement shall accrue to and be binding upon the successors of the parties bound hereby.

Dated: November 15, 1972

Very truly yours,

ALLIED MAINTENANCE SECURITIES, INC.

By D. H. MCCAMPBELL
Vice President

Accepted and Agreed To:

LaGuardia Fuel Facilities Corporation

By D. H. McCampbell
President

American Airlines, Inc.

By Gene E. Overbeck
Senior Vice President

Delta Air Lines, Inc.

By H. T. Fincher
Senior Vice President-Operations

Eastern Air Lines, Inc.

By G. W. McCarter
Vice President
Properties

Trans World Airlines, Inc.

By A. E. Jordan
Vice President
Technical Services

United Air Lines, Inc.

By Charles F. McErlean
Executive Vice President and
Chief Operating Officer

Allegheny Airlines, Inc.

By L. Thomas Ferguson
Executive Vice President

Braniff Airways, Incorporated

By Horace Bolding
Vice President

NATIONAL AIRLINES, INC.

By G. R. WOODY

NORTH CENTRAL AIRLINES, INC.

By JOHN P. DOW
Vice President & Secretary

NORTHWEST AIRLINES, INC.

By R. W. CHAMBERS
Vice President-Properties

OZARK AIR LINES, INC.

By A. J. ROSE

PIEDMONT AVIATION, INC.

By H. K. SAUNDERS
Senior Vice President

SOUTHERN AIRWAYS, INC.

By GRAYDON HALL
Exec. V.P. &
Gen. Mgr.

SHELL OIL COMPANY

By E. F. LOVELAND
Vice President

(This page intentionally left blank)

EXHIBIT F3

TABLE SHOWING MONTHLY PERCENTAGE OF AMORTIZATION BALANCE

Monthly Period	Percentage of Amortization Balance of Original Facilities or Original Pipeline	Monthly Period	Percentage of Amortization Balance of Original Facilities or Original Pipeline	Monthly Period	Percentage of Amortization Balance of Original Facilities or Original Pipeline
1	99.84051010	21	96.40248047	41	92.44318611
2	99.67989048	22	96.21750814	42	92.23016878
3	99.51813314	23	96.03122559	43	92.01564258
4	99.35523002	24	95.84362354	44	91.79959682
5	99.19117300	25	95.65469264	45	91.58202073
6	99.02595391	26	95.46442348	46	91.36290348
7	98.85956452	27	95.27230658	47	91.14223415
8	98.69199654	28	95.07983240	48	90.92000175
9	98.52324162	29	94.88549132	49	90.69619520
10	98.35329135	30	94.68977365	50	90.47080335
11	98.18213727	31	94.49266965	51	90.24381498
12	98.00977085	32	94.29416950	52	90.01521877
13	97.83618350	33	94.09426330	53	89.78500334
14	97.66136657	34	93.89294110	54	89.55315722
15	97.48531135	35	93.69019287	55	89.31966885
16	97.30800908	36	93.48600851	56	89.08452661
17	97.12945091	37	93.28037784	57	88.84771878
18	96.94962796	38	93.07329062	58	88.60923356
19	96.76853126	39	92.86473653	59	88.36905907
20	96.58615179	40	92.65470518	60	88.12718334

EXHIBIT F3

TABLE SHOWING MONTHLY PERCENTAGE OF AMORTIZATION BALANCE

(Continued)

Monthly Period	Percentage of Amortization Balance of Original Facilities or Original Pipeline	Monthly Period	Percentage of Amortization Balance of Original Facilities or Original Pipeline	Monthly Period	Percentage of Amortization Balance of Original Facilities or Original Pipeline
61	87.88359433	81	82.63268963	101	76.58565702
62	87.63827989	82	82.35018128	102	76.28031553
63	87.39122781	83	82.06567183	103	75.93266954
64	87.14242578	84	81.77914711	104	75.60270272
65	86.89186140	85	81.49059284	105	75.27039863
66	86.63952219	86	81.19999464	106	74.93574072
67	86.38539558	87	80.90733804	107	74.59871232
68	86.12946890	88	80.61260845	108	74.25929664
69	85.87172941	89	80.31579120	109	73.91747676
70	85.61216426	90	80.01687149	110	73.57323566
71	85.35076053	91	79.71583443	111	73.22655618
72	85.08750519	92	79.41266503	112	72.87742106
73	84.82238512	93	79.10734818	113	72.52581290
74	84.55538712	94	78.79986867	114	72.17171418
75	84.28649788	95	78.49021118	115	71.81510726
76	84.01570401	96	78.17836028	116	71.45597437
77	83.74299202	97	77.86430044	117	71.09429763
78	83.46834832	98	77.54801600	118	70.73005901
79	83.19175922	99	77.22949122	119	70.36324036
80	82.91321095	100	76.90871022	120	69.99382342

EXHIBIT F3

TABLE SHOWING MONTHLY PERCENTAGE OF AMORTIZATION BALANCE

(Continued)

Monthly Period	Percentage of Amortization Balance of Original Facilities or Original Pipeline	Monthly Period	Percentage of Amortization Balance of Original Facilities or Original Pipeline	Monthly Period	Percentage of Amortization Balance of Original Facilities or Original Pipeline
121	69.62178977	141	61.60207987	161	52.36644336
122	69.24712088	142	61.17060471	162	51.86954910
123	68.86979809	143	60.73607326	163	51.36913518
124	68.48980260	144	60.29846388	164	50.86517666
125	68.10711547	145	59.85775477	165	50.35764843
126	67.72171764	146	59.41392397	166	49.84652521
127	67.33358991	147	58.96694937	167	49.33178153
128	66.94271294	148	58.51680870	168	48.81339175
129	66.54906726	149	58.06347953	169	48.29133004
130	66.15263326	150	57.60693928	170	47.76557040
131	65.75339118	151	57.14716520	171	47.23608663
132	65.35132114	152	56.68413439	172	46.70285235
133	64.94640310	153	56.21782378	173	46.16584099
134	64.53861689	154	55.74821014	174	45.62502580
135	64.12794220	155	55.27527007	175	45.08037984
136	63.71435856	156	54.79898000	176	44.53187597
137	63.29784537	157	54.31931621	177	43.97948686
138	62.87838188	158	53.83625480	178	43.42318500
139	62.45594719	159	53.34977171	179	42.86294266
140	62.03052025	160	52.85984270	180	42.29873194

EXHIBIT F3

TABLE SHOWING MONTHLY PERCENTAGE OF AMORTIZATION BALANCE

(Continued)

Monthly Period	Percentage of Amortization Balance of Original Facilities or Original Pipeline	Monthly Period	Percentage of Amortization Balance of Original Facilities or Original Pipeline	Monthly Period	Percentage of Amortization Balance of Original Facilities or Original Pipeline
181	41.73052473	201	29.48201703	221	15.37642383
182	41.15829272	202	28.82302475	222	14.61751694
183	40.58200740	203	28.15936461	223	13.85323445
184	40.00164006	204	27.49100355	224	13.08353830
185	39.41716178	205	26.81790826	225	12.30839013
186	38.82854345	206	26.14004521	226	11.52775133
187	38.23575574	207	25.45738063	227	10.74158301
188	37.63876911	208	24.76988051	228	9.94984599
189	37.03755383	209	24.07751060	229	9.15250084
190	36.43207994	210	23.38023640	230	8.34950782
191	35.82231728	211	22.67802318	231	7.54082694
192	35.20823546	212	21.97083595	232	6.72641790
193	34.58980390	213	21.25863947	233	5.90624013
194	33.96699178	214	20.54139827	234	5.08025277
195	33.33976808	215	19.81907661	235	4.24841466
196	32.70810154	216	19.09163851	236	3.41068437
197	32.07196070	217	18.35904772	237	2.56702015
198	31.43131386	218	17.62126774	238	1.71737998
199	30.78612910	219	16.87826182	239	.86172152
200	30.13637428	220	16.12999294	240	.00000000

EXHIBIT F4

ASSIGNMENT OF LEASE

KNOW THAT, LAGUARDIA FUEL FACILITIES CORPORATION, a New York corporation, having an office at Two Pennsylvania Plaza, New York, New York 10001, Assignor, in consideration of $1 and other good and valuable consideration paid by

[here insert the names of The Contracting Airlines], Assignees, hereby assigns unto the Assignees all its right, title and interest in and to

(a) the Pipeline, as defined in the Agreement dated as of November 15, 1972, by and among LaGuardia Fuel Facilities Corporation, Allied Aviation Service Company of New York, Inc., and American Airlines, Inc., Delta Air Lines, Inc., Eastern Air Lines, Inc., Trans World Airlines, Inc., and United Air Lines, Inc. and Allegheny Airlines, Inc., Braniff Airways, Incorporated, National Airlines, Inc., North Central Airlines, Inc., Northwest Airlines, Inc., Ozark Air Lines, Inc., Piedmont Aviation, Inc., Southern Airways, Inc. and Shell Oil Company ("Facilities Agreement"); and

(b) the Pipeline Franchise, as defined in the Facilities Agreement, subject to such approval, if any, as may be required by any governmental authority having jurisdiction with respect to the Pipeline Franchise and any assignment thereof.

TO HAVE AND TO HOLD the same unto the Assignees, their successors and assigns, until [here insert the effective date of termination of the Facilities Agreement].

The Assignor warrants that it has good title to the Pipeline, subject only to such rights as may have been assigned to the "purchasers" as defined in the Facilities Agreement, and the Assignor further warrants that, upon payment by the Assignees of the "Original Pipeline and Additional Pipeline amortization balance" (as defined in the Facilities Agreement) as required by the Facilities Agreement, any rights of the purchasers will be extinguished.

In Witness Whereof, the Assignor has hereto set its hand and seal this day of , 19 .

LaGuardia Fuel Facilities Corporation

By .....

[corporate acknowledgment]

EXHIBIT F5

ASSUMPTION AGREEMENT

KNOW THAT [here insert the names of The Contracting Airlines] (hereinafter called the "Assignees") in consideration of the assignment to them of the "Pipeline" and the "Pipeline Franchise", by assignment of even date, hereby assume the performance of all the terms and conditions on the part of LaGuardia Fuel Facilities Corporation ("Facilities Corporation") to be performed under the Pipeline Franchise, and hereby agree to indemnify and save harmless Facilities Corporation from all manner of suits, actions, damages, charges, and expense, including reasonable attorneys' fees, that Facilities Corporation may sustain by reason of the Assignees' failure so to perform all such terms and conditions.

IN WITNESS WHEREOF, the Assignees have signed, sealed and delivered this instrument on [here insert the effective date of termination of the Facilities Agreement].

[to be executed by each of
THE CONTRACTING AIRLINES]

By .....

[SEAL]

[CORPORATE ACKNOWLEDGMENTS]

EXHIBIT A

AGREEMENT OF LEASE

BETWEEN

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

AND

AMERICAN AIRLINES, INC.

TRANS WORLD AIRLINES, INC.

EASTERN AIR LINES, INC.

UNITED AIR LINES, INC.

DELTA AIR LINES, INC.

[THE SITE LEASE]

TABLE OF CONTENTS

[THE SITE LEASE]

Section	Title	Page
1	Letting	1
2	Construction by the Lessee	2
3	Term	14
4	Rental	15
5	Rights of User	15
6	Compliance with Governmental Requirements	15
7	Rules and Regulations	16
8	Various Obligations of the Lessee	17
9	Prohibited Acts	18
10	Care, Maintenance, Rebuilding and Repair by the Lessee	20
11	Insurance	21
12	Damage to or Destruction of Premises	22
13	Indemnity and Liability Insurance	23
14	Signs	25
15	Obstruction Lights	25
16	Additional Rent and Charges	26
17	Rights of Entry Reserved	26
18	Condemnation	28
19	Assignment and Sublease	32
20	Termination by the Port Authority	35
21	Right of Re-entry	38
22	Waiver of Redemption	38
23	Survival of the Obligations of the Lessee	38
24	Reletting by the Port Authority	39
25	Remedies to be Non-Exclusive	40
26	Surrender	40
27	Acceptance of Surrender of Lease	40

Section	Title	Page
28	Effect of Basic Lease	41
29	Removal of Property	41
30	Brokerage	42
31	Limitation of Rights and Privileges Granted	42
32	Notices	42
33	Other Construction by the Lessee	43
34	Place of Payments	43
35	Construction and Application of Terms	43
36	Non-liability of Individuals	44
37	Non-Discrimination	44
38	Services to the Lessee	45
39	Joint and Several Obligations	47
40	Quiet Enjoyment	47
41	Use of Premises by Others	47
42	Easement	48
43	Counterparts	49
44	Definitions	49
45	Entire Agreement	52

THIS AGREEMENT OF LEASE, dated as of the 1st day of November, 1972, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority"), a body corporate and politic established by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America and having an office at 111 Eighth Avenue, in the Borough of Manhattan, in the City, County and State of New York 10011, and AMERICAN AIRLINES, INC., a corporation of the State of Delaware, having an office and place of business at 633 Third Avenue, New York, New York and TRANS WORLD AIRLINES, INC., a corporation of the State of Delaware having an office and place of business at 605 Third Avenue, New York, New York and EASTERN AIR LINES, INC., a corporation of the State of Delaware having an office and place of business at Building 23, Miami International Airport, Miami, Florida and UNITED AIR LINES, INC., a corporation of the State of Delaware having an office and place of business at 1200 Algonquin Road, Elk Grove Township, Illinois and DELTA AIR LINES, INC., a corporation of the State of Louisiana having an office and place of business at Atlanta Municipal Airport, Atlanta, Georgia (hereinafter jointly, severally and collectively called "the Lessee"),

WITNESSETH, That:

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

SECTION 1. *Letting*

The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority at La Guardia Airport (sometimes hereinafter referred to as "the Airport") in the Borough of Queens, City and State of New York the ground space shown in stipple on the sketch attached hereto, hereby made a part hereof and marked "Exhibit I", said ground space, being hereinafter called "the site", together with all fixtures, improvements and other property, if any, of the Port Authority or of the Lessee located or to be located or to be constructed therein, thereon or thereunder, including an under-

NOTE: The counterparts signed by Delta Air Lines, Inc. were changed to state that Delta Air Lines, Inc. is a corporation of the State of Delaware having an office and place of business at Hartsfield Atlanta International Airport, Atlanta, Georgia.

ground easement right-of-way approximately sixty (60) feet in width for the installation of an underground fuel line running from the Airport property line along 81st Street to the easternmost boundary of the site, the said site, underground easement, fuel line, fixtures, improvements and other property being hereinafter collectively referred to as "the premises".

SECTION 2. *Construction by the Lessee*

(a) The Lessee hereby agrees, at its sole cost and expense, to design and to construct and install on the area shown in stipple on Exhibit I, installations for the receipt, storage and dispensing of aviation and automotive fuel, including without limitation thereto aviation fuel storage tanks and related filling and dispensing equipment and facilities, and an underground fuel line in the underground easement, all of the foregoing being sometimes hereinafter referred to as "the construction work" or "the Installation".

(b) Prior to the commencement of the construction work, the Lessee shall submit to the Port Authority for the Port Authority's approval complete plans and specifications therefor. The Port Authority may refuse to grant approval, if, in its opinion, any of the proposed construction work as set forth in said plans and specifications (all of which shall be in such detail as may reasonably permit the Port Authority to make a determination as to whether the requirements hereinafter referred to are met) shall:

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

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

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

(iv) Not provide for sufficient clearances for taxiways, runways and apron areas, or

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

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

(vii) Not comply with the provisions of the Basic Lease, including without limiting the generality thereof, the provisions of Section 21 of the Basic Lease providing that the Port Authority will conform to the enactments, ordinances, resolutions and regulations of the City of New York and its various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection which would be applicable if the Port Authority were a private corporation to the extent that the Port Authority finds it practicable so to do, or

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

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

(x) Not comply with all applicable requirements of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or

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

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

(c) All construction work shall be done in accordance with the following terms and conditions:

(1) The Lessee hereby assumes the risk of loss or damage to all of the construction work prior to the completion thereof and the risk of loss or damage to all property of the Port Authority arising out of or in connection with the performance of the construction work. In the event of such loss or damage,

the Lessee shall forthwith repair, replace and make good the construction work and the property of the Port Authority without cost or expense to the Port Authority. The Lessee shall itself and shall also require its contractors to indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from and against all claims and demands, just or unjust, of third persons (including employees, officers, and agents of the Port Authority) arising or alleged to arise out of the performance of the construction work and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise from the acts or omissions of the Lessee, of any contractors of the Lessee, of the Port Authority, or of third persons, or from acts of God or of the public enemy, or otherwise, excepting only claims and demands which result solely from affirmative wilful acts done by the Port Authority, its Commissioners, officers, agents and employees subsequent to the commencement of the construction work.

(2) Prior to engaging or retaining an architect or architects for the construction work, the name or names of said architect or architects shall be submitted to the Port Authority for its approval. The Port Authority shall have the right to disapprove any architect who may be unacceptable to it. All construction work shall be done in accordance with plans and specifications to be submitted to and approved by the Port Authority prior to the commencement of the construction work, and until such approval has been obtained the Lessee shall continue to resubmit plans and specifications as required. Upon approval of such plans and specifications by the Port Authority, the Lessee shall proceed diligently at its sole cost and expense to perform the construction work. All construction work, including workmanship and materials, shall be of first class quality. The Lessee shall re-do, replace or reconstruct at its own cost and expense, any construction work not done in accordance with the approved plans and specifications.

(3) Prior to entering into a contract for any part of the construction work, the Lessee shall submit to the Port Authority for

its approval the names of the contractors to whom the Lessee proposes to award said contracts. The Port Authority shall have the right to disapprove any contractor who may be unacceptable to it. The Lessee shall include in all such contracts such provisions and conditions as may be required by the Port Authority.

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

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

(6) The Port Authority shall have the right, through its duly designated representatives, to inspect the construction work and the plans and specifications thereof, at any and all times

during the progress thereof and from time to time, in its discretion, to take samples and perform testing on any part of the construction work.

(7) The Lessee agrees that it shall deliver to the Port Authority "as-built" cloth (or other material satisfactory to the Port Authority) drawings (capable of being reproduced) of the construction work and shall during the term of this Lease keep said drawings current showing thereon any changes or modifications which may be made. (No changes or modifications to be made without Port Authority consent.)

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

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

(10) The Lessee shall procure and maintain comprehensive general liability insurance, including automotive, with a contractual liability endorsement covering the obligations assumed by the Lessee pursuant to subparagraphs (1) and (5) of this paragraph (c) which shall be in addition to all policies of insurance otherwise required under the Lease or the Lessee may provide such insurance by requiring each contractor engaged by it for the construction work to procure and maintain such insurance including such contractual liability endorsement, said insurance not to contain any care, custody or control exclusions, and not to contain any exclusion for bodily injury to or sickness, disease or

death of any employee of the Lessee or of any of its contractors which would conflict with or in any way impair coverage under the contractual liability endorsement. Said insurance shall be in not less than the following amounts:

(i) Bodily Injury Liability:

For injury to or wrongful death to one person	$ 1,000,000
For injury or wrongful death to more than one person for any one occurrence	$ 3,000,000
Aggregate Products liability	$ 3,000,000

(ii) Property Damage Liability:

For all damage arising out of injury to or destruction of property in any one occurrence	$20,000,000
Aggregate Property	$20,000,000

The insurance required hereunder shall be maintained in effect during the performance of the construction work. A certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority at least fifteen (15) days prior to the commencement of any work. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving fifteen (15) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port

Authority. The aforesaid insurance shall be written by a company or companies approved by the Port Authority, the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement, the Port Authority agreeing not to act unreasonably hereunder.

(11) The Lessee shall be under no obligation to reimburse the Port Authority for expenses incurred by the Port Authority in connection with its normal review and approval of the original plans and specifications submitted by the Lessee pursuant to this Section. The Lessee however agrees to pay to the Port Authority upon its demand the expenses incurred by the Port Authority in connection with any additional review for approval of any changes, modifications or revisions of the original plans and specifications which may be proposed by the Lessee for the Port Authority's approval. The expenses of the Port Authority for any such additional review and approval shall be computed on the basis of direct payroll time expended in connection therewith plus 100%. Wherever in this Lease reference is made to "direct payroll time", costs computed thereunder shall include a pro rata share of the cost to the Port Authority of providing employee benefits, including, but not limited to, pensions, hospitalization, medical and life insurance, vacations and holidays. Such computations shall be in accordance with the Port Authority's accounting principles as consistently applied prior to the execution of this Lease.

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

(13) The Lessee shall procure and maintain or cause to be procured and maintained Builder's Risk Completed Value Insurance covering the construction work during the performance thereof including material delivered to the construction site but

not attached to the realty. Such insurance shall name the Port Authority, the City of New York, the Lessee and its contractors and subcontractors as additional assureds and such policy shall provide that the loss shall be adjusted with and payable to the Lessee. Such proceeds shall be used by the Lessee for the repair, replacement or rebuilding of the construction work and any excess shall be paid over to the Port Authority. The policies or certificates representing this insurance shall be delivered by the Lessee to the Port Authority prior to the commencement of construction and each policy or certificate delivered shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon and, also, a valid provision obligating the insurance company to furnish the Port Authority and the City of New York ten (10) days' advance notice of the cancellation, termination, change or modification of the insurance evidenced by said policy or certificate. The insurance shall be written by companies approved by the Port Authority, the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement, the Port Authority agreeing not to act unreasonably hereunder.

(14) The Lessee shall execute and submit for the Port Authority's approval a Construction Application or Applications in the form prescribed by the Port Authority covering the construction work or portions thereof. The Lessee shall comply with all the terms and provisions of the approved Construction Applications. In the event of any inconsistency between the terms of any Construction Application and the terms of this Lease the terms of this Lease shall prevail and control.

(15) Nothing contained in this Lease shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged by the Lessee or any of its contractors in the performance of any part of the construction work any right of action or claim against the Port Authority, its Commissioners, officers, agents and employees with respect to

any work any of them may do in connection with the construction work. Nothing contained herein shall create or be deemed to create any relationship between the Port Authority and any such contractor, architect, supplier, subcontractor or any other person engaged by the Lessee or any of its contractors in the performance of any part of the construction work and the Port Authority shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials purchased in connection with the construction work.

(d) The Lessee may wish to commence construction of a portion of the construction work prior to the approval by the Port Authority of its complete plans and specifications for said construction work as required in this Section 2 and if it does it shall submit a written request to the Port Authority setting forth the work it proposes to then do. The Port Authority shall have full and complete discretion as to whether or not to permit the Lessee to proceed with said work. If the Port Authority has no objection to the Lessee's proceeding with the work, it shall give its permission by writing a letter to the Lessee to such effect. If the Lessee performs the work covered by said letter, it agrees all such work shall be performed subject to and in accordance with all of the provisions of the approval letter and subject to and in accordance with the following terms and conditions:

(1) The performance by the Lessee of the work covered by any request as aforesaid will be at its sole risk and if for any reason the plans and specifications for the construction work of which the work is a part are not approved by the Port Authority or if the approval thereof calls for modifications or changes in the work undertaken by the Lessee under any approval granted by the Port Authority pursuant to this paragraph (d), the Lessee will, as directed by the Port Authority, at its sole cost and expense, either restore the area affected to the condition existing prior to the commencement of any such work or make such modifications and changes in any such work as may be required by the Port Authority.

(2) Nothing contained in any approval hereunder shall constitute a determination or indication by the Port Authority

that the Lessee has complied with the applicable governmental laws, ordinances, enactments, resolutions, rules and orders, including but not limited to those of the City of New York, which may pertain to the work to be performed.

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

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

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

(6) In the event that the Lessee shall at any time during the construction of any portion of the construction work under the approval granted by the Port Authority pursuant to this paragraph (d) fail, in the opinion of the Resident Engineer of the Port Authority at the Airport, to comply with all of the provisions of this Lease, the Construction Application or the approval letter covering the same or be, in the opinion of the said Resident Engineer, in breach of any of the provisions of this Lease, the Construction Application or the approval letter covering the same, the Port Authority shall have the right, acting through said Resident Engineer, to cause the Lessee to cease all or such part of the construction work as is being performed in violation of this Lease, the Construction Application or the approval letter. Upon such written direction from the Resident Engineer, the Lessee shall promptly cease construction of the portion of the construction work specified. The Lessee shall thereupon submit to the Port Authority for its written approval the Lessee's proposal for making modifications, corrections or changes in or to the construction work that has been or is to be performed so that the same will comply with the provisions of

this Lease, the Construction Application and the approval letter covering the construction work. The Lessee shall not commence construction of the portion of the construction work that has been halted until such written approval has been received.

(7) It is hereby expressly understood and agreed that the Resident Engineer mentioned in subparagraph (6) above does not have the authority to approve any plans and specifications of the Lessee with respect to the construction work, to approve the construction by the Lessee of any portion of the construction work or to agree to any variation by the Lessee from compliance with the terms of this Lease or the Construction Application or the approval letter with respect to the construction work. Notwithstanding the foregoing, should the Resident Engineer give any directions or approvals with respect to the Lessee's performance of any portion of the construction work which are contrary to the provisions of this Lease, the Construction Application or the approval letter, said directions or approvals shall not affect the obligations of the Lessee as set forth herein nor release or relieve the Lessee from the strict compliance therewith. It is hereby further understood and agreed that the Port Authority has no duty or obligation of any kind whatsoever to inspect or police the performance of the construction work by the Lessee and the rights granted to the Port Authority hereunder shall not create or be deemed to create such a duty or obligation. Accordingly the fact that the Resident Engineer has not exercised the Port Authority's right to require the Lessee to cease its construction of all or any part of the construction work shall not be or be deemed to be an agreement or acknowledgment on the part of the Port Authority that the Lessee has in fact performed such portion of the construction work in accordance with the terms of this Lease, the Construction Application or the approval letter nor shall such fact be or be deemed to be a waiver by the Port Authority from the requirement of strict compliance by the Lessee with the provisions of this Lease, the Construction Application and the approval letter with respect to the construction work.

(8) No prior approval of any work shall create or be deemed to create any obligation on the part of the Port Authority to

permit subsequent work to be performed prior to the approval by the Port Authority of the Lessee's complete plans and specifications for the construction work.

(e) Title to all the construction work shall pass to the City of New York as the same or any part thereof are erected upon or under or affixed to the land or to any existing structures on the premises.

(f) (1) When the Installation is substantially completed and ready for use by the Lessee, the Lessee shall advise the Port Authority to such effect and shall deliver to the Port Authority a certificate by an authorized officer of the Lessee certifying that such Installation has been constructed strictly in accordance with the approved plans and specifications and the provisions of this Lease and in compliance with all applicable laws, ordinances and governmental rules, regulations and orders. Thereafter, such Installation will be inspected by the Port Authority and if the same has been completed as specified by the Lessee, a certificate to such effect shall be delivered to the Lessee, subject to the condition that all risks thereafter with respect to the construction and installation of the same and any liability therefor for negligence or other reason shall be borne by the Lessee. The Lessee shall not use or permit the use of the Installation for the purposes set forth in the Lease until such certificate is received from the Port Authority. The date of delivery of the certificate by the Port Authority shall constitute the Completion Date for the purposes of this Agreement.

(2) In addition and without affecting the obligations of the Lessee under the preceding subparagraph, when an integral and material portion of the Installation is substantially completed or is properly usable the Lessee may advise the Port Authority to such effect and may deliver to the Port Authority a certificate by an authorized officer of the Lessee certifying that such portion of the Installation has been constructed strictly in accordance with the approved plans and specifications and the provisions of this Lease and in compliance with all applicable laws, ordinances and governmental rules, regulations and orders, and specifying that such portion of the Installation can be properly used even though the Installation has not been completed and that the Lessee desires such use. The Port Authority may in its sole discretion deliver a certificate to the Lessee with respect to such portion of the Installa-

tion permitting the Lessee to use such portion of the Installation for the purposes set forth and in accordance with all the terms and provisions of the Lease. In such event the Lessee may use such portion subject to the condition that all risk thereafter with respect to the construction and installation of the same and any liability therefor for negligence or other reason shall be borne by the Lessee, and subject to the risks as set forth in paragraph (d) hereof in the event that the Port Authority shall not have then approved the complete plans and specifications for the Installation. Moreover, at any time prior to the issuance of the certificate required in subparagraph (1) above for the Installation, the Lessee shall promptly upon receipt of a written notice from the Port Authority cease its use of such portion of the Installation which it had been using pursuant to permission granted in this subparagraph (2).

(3) It is recognized that there is presently located on the premises facilities for the storage of aviation fuel, hereinafter called "the existing facilities". As part of the Lessee's obligation under this Section 2 and as part of the construction work hereunder, the Lessee agrees at its sole cost and expense to remove the existing facilities prior to the Completion Date, except for such portion thereof which the Lessee would like to maintain and use during the term of this Lease and as to which the Lessee shall have received the prior written consent so to do from the Port Authority.

Prior to the demolition of the existing facilities and prior to the Completion Date, the Lessee may use during the period of construction the existing facilities or portions thereof for the purposes set forth in the Lease and in accordance with all of the terms and provisions of this Lease.

SECTION 3. *Term*

The term of the letting shall commence on the date the Lessee's contractor enters on the premises for the purpose of constructing the Installation or September 1, 1973, whichever date first occurs, and unless sooner terminated, shall expire on a date twenty years subsequent to the last day of the calendar month following the month in which the Completion Date as defined in Section 2 falls or on December 31, 1997, whichever is earlier.

SECTION 4. *Rental*

The Lessee shall pay to the Port Authority a rental at the rate of Fifty Five Thousand One Hundred Seventy Dollars and No Cents ($55,170.00) per annum, to be paid in equal monthly installments, the first installment to be paid on the date the contractor enters on the premises for the purpose of constructing the Installation or September 1, 1973, whichever date first occurs, and thereafter in advance on the first day of each and every calendar month until the expiration of the letting.

SECTION 5. *Rights of User*

The Lessee shall use the premises for the receipt, storage and dispensing of aviation fuel, automotive fuel, oil and lubricants, and for the parking, storage and maintenance of motor vehicles and other equipment used in its operations hereunder and for no other purpose whatsoever.

SECTION 6. *Compliance with Governmental Requirements*

(a) The Lessee shall comply with all laws and ordinances and governmental rules, regulations and orders now or at any time during the term of this Lease which as a matter of law were applicable to or which affect the operations of the Lessee at the premises hereunder, and the Lessee shall, in accordance with and subject to the provisions of Section 33 hereof, make any and all structural and non-structural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future law, rule, regulation, requirement, order or direction.

(b) The Lessee shall procure from all governmental authorities having jurisdiction over the operations of the Lessee hereunder all licenses, certificates, permits or other authorization which may be necessary for the conduct of such operations. "Governmental authority" shall not be construed as intending to include the Port Authority, the Lessor under this Agreement.

(c) The obligation of the Lessee to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property in or near the premises and for assuring proper operation by the Lessee. Such pro-

vision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

(d) Since the Port Authority has agreed in the Basic Lease to conform to the enactments, ordinances, resolutions and regulations of the City of New York and its various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and regard to health and fire protection which would be applicable if the Port Authority were a private corporation to the extent that the Port Authority finds it practicable so to do, the Lessee shall comply with all such enactments, ordinances, resolutions and regulations which would be applicable to its operations hereunder if the Port Authority were a private corporation, except in cases where the Port Authority either notifies the Lessee that it need not comply with or directs it not to comply with any such enactments, ordinances, resolutions or regulations which are applicable only because of the Port Authority's agreement in the Basic Lease. The Lessee shall, for the Port Authority's information, deliver to the Port Authority promptly after receipt of any notice, warning, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation of a true copy of the same. Any direction by the Port Authority to the Lessee not to comply with any such enactment, ordinance, resolution or regulation shall be given only pursuant to a resolution duly adopted by the Board of Commissioners of the Port Authority or by an authorized committee of its Board and if any such direction is given by the Port Authority to the Lessee, the Port Authority, to the extent that it may lawfully do so, shall indemnify and hold the Lessee harmless from and against all claims, actions, damages, liabilities, fines, penalties, costs and expenses suffered or incurred by the Lessee as a result of non-compliance with such enactment, ordinance, resolution or regulation.

(e) The Lessee shall have such time within which to comply with the aforesaid laws, ordinances, rules and regulations as the authorities enforcing the same shall allow.

SECTION 7. *Rules and Regulations*

(a) The Lessee covenants and agrees to observe and obey (and to require its officers, employees and others on the premises with its consent to observe and obey) such reasonable Rules and Regulations of the

Port Authority (including amendments and supplements thereto) for the government of the conduct and operations of the Lessee and others on the premises as may from time to time during the letting be promulgated by the Port Authority for reasons of safety, health, sanitation or good order. The Port Authority agrees that except in cases of emergency, it will give notice to the Lessee of every such future rule or regulation adopted by it at least ten (10) days before the Lessee shall be required to comply therewith.

(b) If a copy of the Rules and Regulations is not attached, then the Port Authority will notify the Lessee thereof either by delivery of a copy, or by making a copy available at the office of the Secretary of the Port Authority.

SECTION 8. *Various Obligations of the Lessee*

(a) The Lessee shall conduct its operations hereunder in an orderly and proper manner, so as not to annoy, disturb or be offensive to others at the Airport. The Lessee shall take all practicable measures to eliminate vibrations originating on the premises tending to damage any equipment, structure, building or portion of a building which is on the premises, or is a part thereof, or is located elsewhere on the Airport.

(b) The Lessee shall use its best efforts to conduct all its operations at the premises in a safe and careful manner.

(c) The Port Authority shall have the right to object to the Lessee regarding the conduct and demeanor of the employees of the Lessee whereupon the Lessee will take all steps reasonably necessary to remove the cause of the objection. If requested by the Port Authority the Lessee shall supply and shall require its employees to wear or carry badges or other suitable means of identification, which shall be subject to the prior and continuing approval of the General Manager of the Airport.

(d) The Lessee shall remove from the Airport or otherwise dispose of in a manner approved by the General Manager of the Airport all garbage, debris, and other waste materials (whether solid or liquid) arising out of its occupancy of the premises or out of its operations. Any such which may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles, the same to be made of metal or other suitable material, and equipped with tight-fitting covers, and

to be of a design safely and properly to contain whatever material may be placed therein. The Lessee shall use extreme care when effecting removal of all such waste material, and shall effect such removal at such times and by such means as first approved by the Port Authority. No such garbage, debris, or other waste materials shall be or be permitted to be thrown, discharged or deposited into or upon the waters at or bounding the Airport.

(e) From time to time and as often as reasonably required by the Port Authority, the Lessee shall conduct pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus which constitute a part of the premises. The Lessee shall keep in proper functioning order all fire-fighting equipment on the premises. The Lessee shall at all times maintain on the premises adequate stocks of fresh, usable chemicals for use in such system and apparatus. The Lessee shall notify the Port Authority prior to conducting such tests. If requested by the Port Authority, the Lessee shall furnish the Port Authority with a copy of written reports of such tests.

(f) In addition to compliance by the Lessee with all laws, ordinances, governmental rules, regulations and orders now or at any time in effect during the term of the letting hereunder which as a matter of law are applicable to the operation, use or maintenance by the Lessee of the Installation or the operations of the Lessee under this Agreement (the foregoing not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them), the Lessee agrees that it shall exercise the highest degree of safety and care and shall conduct all its operations under the Agreement and shall operate, use and maintain the Installation in accordance with the highest standards of the industry pertaining to such Installation and in such manner that there will be at all times a minimum of air pollution, water pollution or any other type of pollution and a minimum of noise emanating from, arising out of or resulting from the operation, use or maintenance of the Installation by the Lessee and from the operations of the Lessee under this Agreement.

SECTION 9. *Prohibited Acts*

(a) The Lessee shall commit no unlawful nuisance, waste or injury on the premises, and shall not do or permit to be done anything

which may result in the creation or commission or maintenance of such nuisance, waste or injury on the premises.

(b) The Lessee shall not create nor permit to be caused or created upon the premises, any obnoxious odors or smokes, or noxious gases or vapors.

(c) The Lessee shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewerage system, water system, communications system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses and other systems, if any, installed or located on or in the premises.

(d) The Lessee shall not do or permit to be done any act or thing upon the premises (1) which will invalidate or conflict with any fire insurance, extended coverage or rental insurance policies covering the premises or any part thereof, or the Airport, or any part thereof, or (2) which, in the opinion of the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by Section 5 hereof. The Lessee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee on the premises, and the Lessee shall, subject to and in accordance with the provisions of Section 33 hereof, make any and all structural and non-structural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future rule, regulation, requirements, order or direction. If by reason of any failure on the part of the Lessee to comply with the provisions of this paragraph any fire insurance rate, extended coverage or rental insurance rate on the premises or any part thereof, or on the Airport or any part thereof, shall at any time be higher than it would be if the premises were properly used for the purposes permitted by Section 5 hereof, then the Lessee shall pay to the Port Authority, as an item of additional rental, that part of all insurance premiums paid by the Port Authority which shall have been charged because of such violation or failure by the Lessee.

SECTION 10. *Care, Maintenance, Rebuilding and Repair by the Lessee*

(a) The Lessee shall, throughout the term of this Lease, assume the entire responsibility and shall relieve the Port Authority from all responsibility for all repair, rebuilding and maintenance whatsoever in the premises, whether such repair, rebuilding or maintenance be ordinary or extraordinary, structural or otherwise, and without limiting the generality of the foregoing, the Lessee shall:

(1) Keep at all times in a clean and orderly condition and appearance, the premises and all the Lessee's fixtures, equipment and personal property which are located in any part of the premises which is open to or visible by the general public;

(2) Take good care of the premises and maintain the same at all times in good condition, perform all necessary preventive maintenance, and make all repairs and replacements, inside and outside, ordinary and extraordinary, structural or otherwise, which repairs and replacements by the Lessee shall be in quality and class not inferior to the original in materials and workmanship;

(3) Provide and maintain all obstruction lights and similar devices, and provide and maintain all fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, ordinance, resolution or regulation of the type and nature described in Sections 6 and 7 of this Lease;

(4) Take such anti-erosion measures and maintain the landscaping at all times in good condition, including but not limited to periodic replanting, as the Port Authority may require, and perform and maintain such other landscaping with respect to all portions of the premises not paved or built upon as the Port Authority may require.

(b) In the event the Lessee fails to commence so to maintain, clean, repair, replace, rebuild or paint within a period of twenty (20) days after notice from the Port Authority so to do in the event that the said notice specifies that the required work to be accomplished by the Lessee includes maintenance and/or repair other than preventive maintenance, or within a period of one hundred eighty (180) days if

the said notice specifies that the work to be accomplished by the Lessee involves preventive maintenance only, or fails diligently to continue to completion the repair, replacement, rebuilding or painting of all of the premises required to be repaired, replaced, rebuilt or painted by the Lessee under the terms of this Agreement, the Port Authority may, at its option, and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint all or any part of the premises included in the said notice, and the cost thereof shall be payable by the Lessee upon demand.

SECTION 11. *Insurance*

(a) The Lessee shall, during the term of this Agreement, insure and keep insured to the extent of 100% of the replacement value thereof, all buildings, structures, improvements, installations, facilities and fixtures now or in the future located on the premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire Insurance Policy of the State of New York and also against damage or loss by windstorm, cyclone, tornado, hail, explosion, riot, civil commotion, aircraft, vehicles and smoke, under the Standard Form of Fire Insurance Policy of New York and the form of extended coverage endorsement prescribed as of the effective date of the said insurance by the Rating Organization having jurisdiction, and boiler and machinery hazards and risks in a separate insurance policy or policies or as an additional coverage endorsement to the aforesaid policies in the form as may now or in the future be prescribed as of the effective date of said insurance by the Rating Organization having jurisdiction and/or the Superintendent of Insurance of the State of New York.

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

In the event the premises or any part thereof shall be damaged by any casualty against which insurance is carried pursuant to this Section 11, the Lessee shall promptly furnish to the Port Authority such information and data as may be necessary to enable the Port Authority to adjust the loss.

The policies or certificates representing insurance covered by this Section 11 shall be delivered by the Lessee to the Port Authority prior to the time the Lessee is authorized to use the Installation and the policies or certificates representing the insurance covered by Section 2(c)(13) shall be delivered by the Lessee to the Port Authority prior to the commencement of construction and each policy or certificate delivered shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon and, also, a valid provision obligating the insurance company to furnish the Port Authority and the City of New York ten (10) days' advance notice of the cancellation, termination, change or modification of the insurance evidenced by said policy or certificate. Renewal policies or certificates shall be delivered to the Port Authority at least ten (10) days before the expiration of the insurance which such policies are to renew.

Regardless, however of the persons whose interests are insured, the proceeds of all policies covered by this Section 11 shall be applied as provided in Section 12; and the word "insurance" and all other references to insurance in said Section 12 shall be construed to refer to the insurance which is the subject matter of this Section 11, and to refer to such insurance only.

The insurance covered by this Section 11 and by Section 2(c)(13) shall be written by companies approved by the Port Authority, the Port Authority covenanting and agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement, the Port Authority covenanting and agreeing not to act unreasonably hereunder.

SECTION 12. *Damage to or Destruction of Premises*

(a) Removal of Debris. If the premises, or any part thereof, shall be damaged by fire, the elements, the public enemy or other casualty, the Lessee shall promptly remove all debris resulting from such damage from the premises, and to the extent, if any, that the removal of debris under such circumstances is covered by insurance, the proceeds thereof shall be made available to and be used by the Lessee for such purpose.

(b) Minor Damage. If the premises, or any part thereof, shall be damaged by fire, the elements, the public enemy or other casualty but not rendered untenantable or unusable for a period of ninety days, the premises shall be repaired with due diligence in accordance with the plans and specifications for the premises as they existed prior to such damage by and at the expense of the Lessee and if such damage is covered by insurance, the proceeds thereof shall be made available to and be used by the Lessee for that purpose.

(c) Major Damage to or Destruction of the Premises. If the premises, or any part thereof shall be destroyed or so damaged by fire, the elements, strikes, riots, civil commotion or other casualty as to be untenantable or unusable for ninety days, or if within 90 days after such damage or destruction the Lessee notifies the Port Authority in writing that in its opinion said premises will be untenantable or unusable for ninety days then: The Lessee shall proceed with due diligence to make the necessary repairs or replacements to restore such premises in accordance with the plans and specifications for the premises as the same existed prior to such damage or destruction; or with the approval in writing of the Port Authority to make such other repairs, replacements or changes as may be desired by the Lessee. If such destruction or damage was covered by insurance, the proceeds thereof shall be made available to and used by the Lessee for such restoration.

The obligation of the Lessee to repair or replace shall be limited to the amount of the insurance proceeds provided the Lessee has carried insurance to the extent and in accordance with Section 11 hereof.

The parties hereby stipulate that neither the provisions of Section 227 of the Real Property Law of New York nor those of any other similar statute shall extend or apply to this Agreement.

SECTION 13. *Indemnity and Liability Insurance*

(a) The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of the use or occupancy of the premises by the Lessee or out of any of the acts or omissions of the Lessee, its officers, employees, and others on the premises with its consent including claims

and demands of the City of New York against the Port Authority pursuant to the provisions of the Basic Lease, whereby the Port Authority has agreed to indemnify the City against claims.

(b) In addition to the obligations set forth in paragraph (a) of this Section and all other insurance required under this Agreement, the Lessee in its own name as assured and naming the Port Authority as an additional insured shall maintain and pay the premiums during the term of this Agreement on a policy or policies of comprehensive general liability insurance and providing for coverage in the following limits: $20,000,000 per occurrence, liability and property damage under all said policies.

(c) As to the insurance required by the provisions of this Section and Section 2(c)(10), a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority. As to insurance required by this Section, delivery shall be made at least fifteen days prior to the use of any portion of the premises by the Lessee and as to insurance required by Section 2(c)(10), delivery shall be made at least fifteen (15) days prior to the commencement of any construction work. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving fifteen (15) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. Any renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of this Agreement. The aforesaid insurance shall be written by a company or companies approved by the Port Authority, the Port Authority agree-

ing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement, the Port Authority covenanting and agreeing not to act unreasonably hereunder.

SECTION 14. *Signs*

(a) Except with the prior written approval of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible from outside the premises or at or on any portion of the Airport outside the premises. Interior signs affecting public safety and security shall be in accordance with established Port Authority standards.

(b) Upon the expiration or termination of the letting, the Lessee shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the premises or elsewhere on the Airport and in connection therewith shall restore the portion of the premises and the Airport affected by such signs or advertising to the same condition as existing prior to the installation of such signs and advertising. In the event of a failure on the part of the Lessee so to remove, obliterate or paint out each and every such sign or advertising and so to restore the premises and the Airport, the Port Authority may perform the necessary work and the Lessee shall pay the cost thereof to the Port Authority on demand.

SECTION 15. *Obstruction Lights*

The Lessee shall, if requested by the Port Authority, install, maintain and operate at its own expense such obstruction lights on the premises as the Federal Aviation Administration may direct or as the General Manager of the Airport may reasonably direct, and shall energize such lights daily for a period commencing thirty (30) minutes before sunset and ending thirty (30) minutes after sunrise (as sunset and sunrise may vary from day to day throughout the year) and for such other period as may be directed or requested by the Control Tower of the Airport.

SECTION 16. *Additional Rent and Charges*

If the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of an act or omission of the Lessee contrary to the said conditions, covenants and agreements, the Lessee agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, and the same may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the rent as set forth in Section 4 hereof.

SECTION 17. *Rights of Entry Reserved*

(a) The Port Authority, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by the Lessee of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement.

(b) Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, agents, representatives, and contractors, and furnishers of utilities and other services, shall have the right, for its own benefit, for the benefit of the Lessee, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the premises at all reasonable times to make such repairs, replacements or alterations as may, in the opinion of the Port Authority, be deemed necessary or advisable and, from time to time, to construct or install over, in or under the premises new systems or parts thereof, and to use the premises for access to other parts of the Airport otherwise not conveniently accessible; *provided, however,* that in the exercise of such rights of access, repair, alteration or new construction the Port Authority shall not unreasonably interfere with the use and occupancy of the premises by the Lessee.

(c) In the event that any readily movable property of the Lessee shall obstruct the access of the Port Authority, its employees, agents or contractors to any of the existing or future utility, mechanical, electrical and other systems and thus shall interfere with the inspection, maintenance or repair of any such system, the Lessee shall move such property, as directed by the Port Authority, in order that the access may be had to the system or part thereof for its inspection, maintenance or repair, and, if the Lessee shall fail to so move such property after direction from the Port Authority to do so, the Port Authority may move it and the Lessee hereby agrees to pay the cost of such moving upon demand.

(d) Nothing in this Section shall or shall be construed to impose upon the Port Authority any obligations so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do. The Lessee is and shall be in exclusive control and possession of the premises and the Port Authority shall not in any event be liable for any injury or damage to any property or to any person happening on or about the premises nor for any injury or damage to the premises nor to any property of the Lessee or of any other person located in or thereon (other than those occasioned by the affirmative acts of the Port Authority).

(e) At any time and from time to time during ordinary business hours within the six (6) months next preceding the expiration of the letting, the Port Authority, for and by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users of the premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, and during such six-month period the Port Authority may place and maintain on the premises the usual "To Let" signs, which signs the Lessee shall permit to remain without molestation.

(f) If, during the last month of the letting, the Lessee shall have removed all or substantially all its property from the premises, the Port Authority may immediately enter and alter, renovate and redecorate the premises.

(g) The exercise of any or all of the foregoing rights by the Port Authority or others shall not be or be construed to be an eviction of

the Lessee nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

SECTION 18. *Condemnation*

Upon the acquisition by condemnation or the exercise of the power of eminent domain by anybody having a superior power of eminent domain of a permanent interest in all or any part of the demised premises or a permanent interest in all or a material part of the premises (by which is meant such part of the premises or of the Public Landing Area that the Lessee cannot continue to carry on normal operations at the Airport), the Port Authority shall purchase from the Lessee, and the Lessee shall sell to the Port Authority, the Lessee's leasehold interest (excluding any personal property whatsoever) in the demised premises and any facilities constructed thereon by the Lessee in compliance with the provisions of Section 2 of this Agreement, except that in the event of a taking of less than all of the said premises, the Port Authority shall purchase and the Lessee sell only so much of the Lessee's leasehold interest in the premises and facilities as are taken. The sole and entire consideration to be paid by the Port Authority to the Lessee shall be an amount equal to the unamortized capital investment, if any, of the Lessee in the premises as such term is defined in paragraph (j) of Section 44 of this Agreement, or, in the event of a taking of less than all of the said premises, an amount equal to the unamortized capital investment, if any, of the Lessee in so much of the premises and facilities as are taken. However, the Port Authority shall purchase and the Lessee shall sell only if the consideration paid by the Port Authority therefor will constitute "unamortized Port Authority funds other than bond proceeds or Federal or State grants expended for capital improvements at the municipal air terminals," within the meaning of said phrase as used in Section 23, I, D of the Basic Lease or if an amount not less than such consideration can otherwise be retained by the Port Authority (and not be required to be paid to the City of New York) out of the damages or award in respect to such taking without violation of any obligation of the Port Authority to the City of New York under the Basic Lease. Such purchase and sale shall take effect as of the date upon which such body having superior power of eminent domain obtains possession of any such permanent interest in the demised premises or in the Public Landing Area, as the case may be, and in that event, the Lessee (except

with respect to its personal property), shall not have any claim or right to claim or be entitled to any portion of the amount which may be awarded as damages or paid as a result of such taking, and all rights to damages, if any, of the Lessee (except for damages to its personal property) by reason thereof are hereby assigned to the Port Authority.

If, however, the amount to be paid by the Port Authority (the unamortized capital investment, if any, of the Lessee in the premises) for such leasehold interest will not constitute "unamortized Port Authority funds other than bond proceeds or Federal or State grants, expended for capital improvements at the municipal air terminal", within the meaning of said phrase as used in Section 23, I, D of the Basic Lease or if an amount not less than such consideration cannot otherwise be retained by the Port Authority (and not be required to be paid to the City of New York) out of the damages or award in respect to such taking without violation of any obligation of the Port Authority to the City of New York under the Basic Lease, then the aforesaid agreement to purchase and sell said leasehold interest shall be null and void; and in any such event, the Lessee shall have the right to appear and file its claim for damages in the condemnation or eminent domain proceedings, to participate in any and all hearings, trials and appeals therein, and to receive such amount as it may lawfully be entitled to receive as damages or payment as a result of such taking, because of its leasehold interest in the premises and in any facilities erected on the premises by the Lessee at its own cost and expense pursuant to Section 2 hereof, up to but not in excess of an amount equal to the unamortized capital investment, if any, of the Lessee in such facilities. The Port Authority and the Lessee hereby agree that as full and final settlement of any sum that may be due as rent or otherwise for the balance of the term of this Lease, the Lessee will pay to the Port Authority the excess, if any, which the Lessee may be entitled to receive over the foregoing sum. If there be no excess, any sum that may be due as rent or otherwise for the balance of the term of this Lease shall abate.

In the event of the taking of all of the demised premises and if the Lessee has no unamortized investment in the facilities built by it under Section 2 hereof at the time of the taking, then the aforesaid agreement to purchase and sell said leasehold interest shall be null and void; and in that event, this Lease and all rights granted by this Lease to the Lessee to use or occupy the premises for its exclusive use or for its

use in common with others at the Airport and all rights, privileges, duties and obligations of the parties in connection therewith or arising thereunder shall terminate as of the date of the taking, and in that event, the Lessee (except with respect to its personal property) shall not have any claim or right to claim or be entitled to any portion of the amount which may be awarded as damages or paid as a result of such taking, and all rights to damages, if any, of the Lessee (except for damages to its personal property) by reason thereof are hereby assigned to the Port Authority.

In the event that the taking covers only a material part of the premises, then the Lessee and the Port Authority shall each have an option exercisable by notice given within ten (10) days after the effective date of such taking to terminate the letting hereunder with respect to the premises not taken, as of the date of such taking and such termination shall be effective as if the date of such taking were the original date of expiration hereof. If the Port Authority exercises this option, it shall purchase from the Lessee the Lessee's leasehold interest (excluding any personal property whatsoever) in the premises and facilities thereon constructed by the Lessee pursuant to Section 2 hereof not taken for a consideration equal to the unamortized capital investment, if any, of the Lessee in the premises and facilities not taken. If the letting of the entire premises is not terminated, the settlement or abatement of rentals after the date possession is taken by the body having a superior power of eminent domain shall be in accordance with Section 4 hereof.

Condemnation or Taking of a Permanent Interest in Less Than a Material Part of the Public Landing Area.

Upon the acquisition by condemnation or the exercise of the power of eminent domain by a body having a superior power of eminent domain of a permanent interest in less than a material part of the Public Landing Area, the Port Authority and the Lessee each shall have the right to appear and file claims for damages, to the extent of their respective interests, in the condemnation or eminent domain proceedings, to participate in any and all hearings, trials and appeals therein, and receive and retain such amount as they may lawfully be entitled to receive as damages or payment as a result of such taking. However, if at the time of such taking the Lessee has no unamortized investment in facilities constructed at its own cost and expense in com-

pliance with Section 2 of this Agreement, in that event, the Lessee (except with respect to its personal property) shall not have any claim or right to claim or be entitled to any portion of the amount which may be awarded as damages or paid as a result of such taking, and all rights to damages, if any, of the Lessee (except for damages to its personal property) by reason thereof are hereby assigned to the Port Authority.

CONDEMNATION OR TAKING OF A TEMPORARY INTEREST IN ALL OR ANY PART OF THE DEMISED PREMISES OR ALL OR A MATERIAL PART OF THE PUBLIC LANDING AREA.

Upon the acquisition by condemnation or the exercise of the power of eminent domain by a body having a superior power of eminent domain of a temporary interest in all or any part of the demised premises or of a temporary interest in all or a material part of the Public Landing Area, there shall be no abatement of any rental payable by the Lessee to the Port Authority under the provisions of this Agreement but the Lessee shall have the right to claim and in the event of an award therefor shall be entitled to retain the amount which may be awarded as damages or paid as a result of the condemnation or other taking of such temporary interest, provided, that the Lessee shall be obligated to pay over to the Port Authority all such payments as may be made to the Lessee as damages or in satisfaction of such claim, after deduction of (a) reasonable expenses incurred by the Lessee in the prosecution of such claim; (b) an amount equal to the unamortized capital investment, if any, of the Lessee in any facilities constructed by the Lessee in compliance with the provisions of Section 2 of this Agreement, or in the event of a taking of less than all of the said premises, an amount equal to such unamortized capital investment in the premises and facilities as are taken, to the extent in either case that the same is to be amortized over the period of the taking; and (c) the then present capitalized value of the Lessee's obligation for rentals thereafter payable during the period of the taking in respect to the demised premises, or, in the event of a taking of less than all of the said premises, in respect to the premises so taken.

In the event that the taking covers a material part but less than all of the demised premises, then the Lessee and the Port Authority shall each have an option, exercisable by notice given within ten (10) days after the effective date of such taking, to suspend the term of the

letting of such of the demised premises as are not so taken during the period of the taking, and, in that event, the rentals for such premises shall abate for the period of the suspension. If the Port Authority exercises this option, it shall purchase from the Lessee the Lessee's leasehold interest (excluding any personal property whatsoever) in the premises and facilities not taken for the period of suspension for a consideration equal to the unamortized capital investment of the Lessee in such premises and facilities which is to be amortized over the period of such suspension.

CONDEMNATION OR TAKING OF A TEMPORARY INTEREST IN LESS THAN A MATERIAL PART OF THE PUBLIC LANDING AREA.

Upon the acquisition by condemnation or the exercise of the power of eminent domain by a body having a superior power of eminent domain of a temporary interest in less than a material part of the Public Landing Area, the Lessee shall not have any claim or right to claim or be entitled to any portion of the amount which may be awarded as damages or paid as a result of such condemnation or taking, and all rights to damages, if any, of the Lessee, including consequential damages, by reason of such condemnation or taking, are hereby assigned to the Port Authority.

SECTION 19. *Assignment and Sublease*

(a) The Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby or the letting thereunder or any part thereof without the prior written consent of the Port Authority.

(b) The Lessee shall not sublet the premises or any part thereof, without the prior written consent of the Port Authority.

(c) If without the prior written consent of the Port Authority, the Lessee assigns, sells, conveys, transfers, mortgages, pledges or sublets in violation of paragraphs (a) or (b) of this Section or if the premises are occupied by anybody other than Lessee, the Port Authority may collect rent from any assignee, sublessee or anyone who claims a right under this Agreement or letting or who occupies the premises, and the Port Authority shall apply the net amount collected to the rental herein reserved; but no such collection shall be deemed a waiver by the Port

Authority of the covenants contained in paragraphs (a) and (b) of this Section or an acceptance by the Port Authority of any such assignee, sublessee, claimant or occupant as Lessee, nor a release of the Lessee by the Port Authority from the further performance by the Lessee of the covenants contained herein.

(d) The Lessee shall not use or permit any person to use the premises or any portion thereof for any purpose other than the purposes stated in Section 5 hereof. Except as provided in this Agreement or otherwise permitted in writing by the Port Authority, the Lessee shall not permit the premises to be occupied by any persons other than the officers, employees, contractors, suppliers and representatives of the Lessee. The premises may of course be used by those authorized to use the same under Section 41 hereof.

(e) (1) The Lessee hereby represents to the Port Authority as follows: LaGuardia Fuel Facilities Corporation (hereinafter referred to as "Facilities Corporation") has been or will be a corporation organized under the laws of the State of New York by Allied Maintenance Securities, Inc. which will own absolutely and unconditionally 100% of all issued and outstanding shares of the capital stock thereof. Allied Maintenance Securities, Inc. (hereinafter referred to as "Securities Corporation") is a corporation organized under the laws of the State of Delaware by Allied Maintenance Corporation which will own absolutely and unconditionally 100% of all issued and outstanding shares of the capital stock thereof. Allied Aviation Service Company of New York, Inc. (hereinafter referred to as "Allied New York") is a corporation organized under the laws of the State of New York by Allied Maintenance Corporation which will own absolutely and unconditionally 100% of all issued and outstanding shares of the capital stock thereof. It is the Lessee's intention to assign the Lease to Facilities Corporation which would finance and construct the construction work under the Lease and is to be the tenant under the Lease. Concurrently with the execution of this Lease and the foregoing assignment, Facilities Corporation, as Sublessor, is to enter into a Facilities Lease and Agreement (hereinafter called "the Facilities Agreement") with the Lessee and the other Participants (as hereinafter defined) as Sublessee. Allied New York will be a party to the aforesaid Facilities Agreement, which would authorize Allied New York to operate the premises and the

facilities thereon and to enter into Fuel Storage Service Agreements from time to time with those oil companies who will be supplying fuel to be stored at the premises.

All scheduled aircraft operators now at the Airport (other than the scheduled aircraft operators comprising the Lessee) and Shell Oil Company in its status as the operator of the facilities at the Airport covered by the lease with the Port Authority, dated March 1, 1965 and bearing Port Authority File No. AG-498, are herein called "the other Participants".

(2) Notwithstanding the provisions of paragraph (a) of this Section 19, the Port Authority hereby consents to an assignment of the Lease by the Lessee to Facilities Corporation but only if and provided that Facilities Corporation and the Lessee execute and deliver to the Port Authority, prior to the effective date of such assignment, an Assignment, Assumption and Consent Agreement in the form attached to the Facilities Agreement as Exhibit B1 thereof. In the event that the Lease is assigned as aforesaid, then notwithstanding the provisions of paragraph (a) of Section 19, the Port Authority hereby consents to the execution by Facilities Corporation, as Assignee and tenant under this Lease and as Sublessor, of a Facilities Agreement with the Lessee and the other Participants, as Sublessee thereunder, and with Allied New York to be a party thereto who would be authorized under said Facilities Agreement to enter into Fuel Storage Service Agreements from time to time with the oil companies who will be supplying fuel which will be stored at the premises, but only if and provided that Facilities Corporation, as Assignee and tenant hereunder, the Lessee, the other Participants and Allied New York execute and deliver to the Port Authority, prior to the effective date of such sublease, a Consent to Facilities Agreement in the form attached to the Facilities Agreement as Exhibit B2, and provided that the Facilities Agreement is in the form attached hereto as Exhibit II. The Lessee hereby represents to the Port Authority that at all times during the term of this Lease all the issued and outstanding shares of capital stock of Securities Corporation and Allied New York will be wholly, absolutely and unconditionally owned by Allied Maintenance Corporation and that all the issued and outstanding shares of capital stock of Facilities Corporation will be wholly, absolutely and unconditionally owned by Securities Corporation, with the only exception that all the issued and outstanding shares of stock of Facilities Corporation may, pursuant to the terms of

the Facilities Agreement, be acquired by the Lessee and the other Participants.

(f) Neither the limited right of assignment provided in paragraph (e) hereof nor the exercise of said right by the Lessee shall be construed or deemed to release, relieve or discharge any succeeding assignee, successor or transferee of the Lessee or any other person claiming any right, title or interest in this Agreement from the requirement of obtaining the prior written consent of the Port Authority in the event it wishes to sell, convey, transfer, mortgage, pledge, sublet or assign this Agreement or any part thereof, or any rights created thereby or the letting hereunder or any part thereof; and such assignee, successor or transferee or other person claiming any right, title or interest in this Agreement shall not sell, convey, transfer, mortgage, pledge, sublet or assign this Agreement or any part thereof, or any rights created thereby or the letting thereunder or any part thereof without such prior written consent of the Port Authority.

(g) Neither the limited right to sublease provided in paragraph (e) hereof nor the exercise of said right by Facilities Corporation shall be construed or deemed to release, relieve or discharge any succeeding assignee, successor or transferee of Facilities Corporation or any other person claiming any right, title or interest in this Agreement from the requirement of obtaining the prior written consent of the Port Authority in the event it wishes to sell, convey, transfer, mortgage, pledge, sublet or assign this Agreement or any part thereof, or any rights created thereby or the letting hereunder or any part thereof, and such assignee, successor or transferee or other person claiming any right, title, mortgage, pledge, sublet or assign this Agreement or any part thereof, or any rights created thereby or the letting thereunder or any part thereof without such prior written consent of the Port Authority.

SECTION 20. *Termination by the Port Authority*

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

(1) The Lessee shall become insolvent or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an

arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or

(2) By order or decree of a court the Lessee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Lessee, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect; or

(3) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Lessee, and such possession or control shall continue in effect for a period of sixty (60) days; or

(4) Any lien is filed against the premises because of any act or omission of the Lessee and shall not be bonded or discharged within thirty (30) days after the Lessee has received notice thereof; or

(5) The letting hereunder or the interest or estate of the Lessee under this Agreement shall be transferred directly by the Lessee or shall pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, except as permitted under paragraph (e) of Section 19 hereof; or

(6) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Lessee and shall not be dismissed within ninety (90) days after the filing thereof; or

(7) The Lessee shall fail duly and punctually to pay the rentals or to make any other payment required hereunder when

due to the Port Authority and shall continue in its failure to pay rentals or to make any other payments required hereunder for a period of ten (10) days after receipt of notice by it from the Port Authority to make such payments; or

(8) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed, or observed, within thirty (30) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may upon twenty (20) days' notice terminate the rights of the Lessee hereunder and the letting, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

(b) No acceptance by the Port Authority of rentals, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Lessee shall be deemed a waiver of any right on the part of the Port Authority to terminate the letting.

(c) No waiver by the Port Authority of any default on the part of the Lessee in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Lessee shall be or be construed to be a waiver by the Port Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions.

(d) The rights of termination described above shall be in addition to any other rights of termination provided in this Agreement and in addition to any rights and remedies that the Port Authority would

have at law or in equity consequent upon any breach of this Agreement by the Lessee, and the exercise by the Port Authority of any right of termination shall be without prejudice to any other such rights and remedies.

SECTION 21. *Right of Re-entry*

The Port Authority shall, as an additional remedy upon the giving of a notice of termination as provided in Section 20 hereof, have the right to re-enter the premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of the Lessee under this Agreement, and shall in no event constitute an acceptance of surrender.

SECTION 22. *Waiver of Redemption*

The Lessee hereby waives any and all rights to recover or regain possession of the premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any cause.

SECTION 23. *Survival of the Obligations of the Lessee*

(a) In the event that the letting shall have been terminated in accordance with a notice of termination as provided in Section 20 hereof, or the interest of the Lessee cancelled pursuant thereto, or in the event that the Port Authority has re-entered, regained or resumed possession of the premises in accordance with the provisions of Section 21 hereof, all the obligations of the Lessee under this Agreement shall survive such termination or cancellation, or re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of the letting under this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the Port Authority to the same extent, at the same time or times and in the same manner as if no termination, cancellation, re-entry, regaining or resumption of possession had taken place. The Port Authority

may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term.

(b) The amount of damages for the period of time subsequent to termination or cancellation (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations, shall be the sum of the following:

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

(2) An amount equal to all expenses reasonably incurred by the Port Authority in connection with regaining possession and restoring and reletting the demised premises, for legal expenses, putting the premises in order including, without limitation, cleaning, decorating and restoring (on failure of the Lessee to restore), maintenance and brokerage fees.

SECTION 24. *Reletting by the Port Authority*

The Port Authority upon termination or cancellation pursuant to Section 20 hereof, or upon any re-entry, regaining or resumption of possession pursuant to Section 21 hereof, may occupy the premises or may relet the premises, and shall have the right to permit any persons, firm or corporation to enter upon the premises and use the same. Such reletting may be of part only of the premises or a part thereof together with other space, and for a period of time the same as or different from the balance of the term hereunder remaining, and on the terms and conditions the same as or different from those set forth in this Agreement. The Port Authority shall also, upon termination or cancellation pursuant to the said Section 20, or upon its re-entry, regaining or resumption of possession pursuant to the said Section 21, have the right to repair or to make structural or other changes in the premises, including changes which alter the character of the premises and the suitability

thereof for the purpose of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder. In the event either of any reletting or of any actual use and occupancy by the Port Authority (the mere right of the Port Authority to use and occupy not being sufficient however) there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said premises or portion thereof during the balance of the letting as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the premises as the Port Authority may during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by the Port Authority in connection therewith. No such reletting shall be or be construed to be an acceptance of a surrender.

SECTION 25. *Remedies to be Non-Exclusive*

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the Port Authority or to the Lessee at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

SECTION 26. *Surrender*

The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the premises on the date of cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition.

SECTION 27. *Acceptance of Surrender of Lease*

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representative of the Port Authority and of the Lessee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents

or employees of the Port Authority, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

SECTION 28. *Effect of Basic Lease*

The letting shall, in any event, terminate with the termination or expiration of the Basic Lease with the City of New York which covers the premises, such termination to be effective on such date and to have the same effect as if the term of the letting had on that date expired. The rights of the Port Authority in the premises are those granted to it by the Basic Lease, and no greater rights are granted or intended to be granted to the Lessee than the Port Authority has power thereunder to grant.

The Port Authority covenants that, during the term of this Agreement, the Port Authority will not take any action which would amount to or have the effect of cancelling, surrendering or terminating the Basic Lease prior to the date specified in the Basic Lease for its expiration insofar as such surrender, cancellation or termination would in any manner deprive the Lessee of any of its rights, licenses or privileges under this Agreement.

Nothing herein contained shall prevent the Port Authority from entering into an agreement with The City of New York pursuant to which the Basic Lease is surrendered, cancelled or terminated provided that The City of New York, at the time of such agreement, assumes the obligations of the Port Authority under this Agreement.

Nothing contained in this Agreement shall be deemed a waiver by the Lessee of any of its rights, licenses or privileges under this Agreement in the event that the Basic Lease should be surrendered, cancelled or terminated prior to the date specified in the Basic Lease for its expiration.

SECTION 29. *Removal of Property*

All personal property (including trade fixtures) removable without material damage to the premises, which are installed by the Lessee in or on the premises leased to the Lessee pursuant to the Agreement, shall be deemed to be and remain the property of the Lessee. All such property may at the Lessee's option be removed by the Lessee from the premises at any time during the term of this Lease and shall, unless otherwise agreed in writing by the parties, be removed by the Lessee

at or before the expiration or other termination of the term of this Lease. Any such property remaining on the premises thereafter shall be deemed to be abandoned by the Lessee.

SECTION 30. *Brokerage*

The Lessee represents and warrants that no real estate broker has been concerned on its behalf in the negotiation of this Agreement and that there is no real estate broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from any claim for commission or brokerage made by any and all persons, firms or corporations whatsoever for services rendered to the Lessee in connection with the negotiation and execution of this Agreement.

SECTION 31. *Limitation of Rights and Privileges Granted*

No greater rights or privileges with respect to the use of the premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

SECTION 32. *Notices*

Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered mail. The Lessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Port Authority hereby designates its Executive Director, and the Lessee designates the Vice President, Properties & Facilities, American Airlines, as its common representative upon whom notices and requests may be served, and the Port Authority designates its office at 111 Eighth Avenue, New York, New York 10011, and the Lessee designates the office of American Airlines,

Inc., 633 Third Avenue, New York, New York as the common office of the Lessee where notices and requests may be served.

SECTION 33. *Other Construction by the Lessee*

Except as expressly provided herein, the Lessee shall not erect any structures, make any improvements or do any other construction work on the premises or alter, modify, or make additions or improvements to any structure now existing or built at any time during the letting, or install any fixtures (other than trade fixtures, removable without material damage to the freehold, any such damage to be immediately repaired by the Lessee) without the prior written approval of the Port Authority and in the event any construction, improvements, alteration, modification or addition, is made without such approval, then upon reasonable notice so to do, the Lessee will remove the same, or at the option of the Port Authority cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change and the Lessee shall pay the cost thereof to the Port Authority.

SECTION 34. *Place of Payments.*

All payments required of the Lessee by this Agreement shall be made at the office of the Treasurer of the Port Authority, 111 Eighth Avenue, New York, New York 10011 or to such other officer or address as may be substituted therefor.

SECTION 35. *Construction and Application of Terms*

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

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

SECTION 36. *Non-liability of Individuals*

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

SECTION 37. *Non-Discrimination*

(a) Without limiting the generality of any of the provisions of this Agreement, the Lessee in its operations at the Airport, the use of any space or premises and the exercise of any privileges under this Agreement, shall not on the grounds of race, creed, color or national origin discriminate or permit discrimination against any person or group of persons in any manner whatsoever and shall comply with Part 21 of the Regulations of the Office of the Secretary of Transportation, as it may be amended and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Lessee's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Lessee shall include the provisions of paragraph (a) of this Section in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such covenant. Nothing herein shall or shall be deemed to grant to the Lessee the right to make any such agreement or concession.

(c) The Lessee's noncompliance with the provisions of this Section shall constitute a material breach of this Agreement. In the event of such noncompliance, the Port Authority may take any appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority may terminate this Agreement and the letting hereunder with the same force and effect

as a termination under the Section of this Agreement providing for termination for default by the Lessee in the performance or observance of any other term or provision of this Agreement; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Lessee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

SECTION 38. *Services to the Lessee*

(a) The Port Authority shall sell, furnish and supply to the Lessee in reasonable quantities for use on the premises and the Lessee agrees to take from the Port Authority and pay for electricity of the same voltage, phase and cycle as supplied to the premises by the public utility company in the vicinity but *limited, however,* to single service electrical power to serve a maximum of 225KVA transformer capacity, at the same charge which would be made by such public utility for the same quantity, used under the same conditions and in the same service classification; charges shall be payable by the Lessee when billed and the quantity of electricity consumed shall be measured by the meter or meters installed for the purpose; *provided, however,* that if for any reason, any meter or meters fail to record the consumption of electricity, the consumption during the period such meter or meters are out of service will be considered to be the same as the consumption for a like period either immediately before or after the interruption, as elected by the Port Authority. The Port Authority shall install the appropriate meters. The Port Authority shall not discontinue the supply of electricity except upon fifteen (15) days' notice to the Lessee or unless a supply of electricity of the same voltage, phase and cycle (subject to the KVA limitation aforesaid, shall be available from another supplier, and upon any such discontinuance the Lessee shall be at liberty to contract or otherwise arrange for the supply of such current after the expiration of said fifteen (15) days from any other person, firm or corporation.

(b) The Port Authority agrees to sell, furnish and supply to the Lessee for use on the premises, cold water (of the character furnished by the City of New York) in reasonable quantities and the Lessee agrees to take such water from the Port Authority and to pay the Port Authority therefor an amount equal to that which would be charged by the municipality or other supplier of the same (whether or not representing a charge for water or other services measured by water consumption) for the same quantity, used under the same conditions and in the same service classification. The charge therefor shall be payable by the Lessee when billed and the quantity of water consumed shall be measured by the meter or meters installed for the purpose; *provided, however,* that if for any reason any meter or meters fail to record the consumption of water, the consumption during the period such meter or meters are out of service will be considered to be the same as the consumption for a like period immediately before or after the interruption, as elected by the Port Authority.

(c) The Lessee shall pay to the Port Authority such of the existing and future charges for sewerage services furnished by the City of New York as are presently or may hereafter be imposed or assessed against the Port Authority in respect of the Lessee's premises or its use and occupancy thereof. In the event that the City or the State of New York is now furnishing services with or without charge therefor, which are beneficial to the Lessee in its use and occupancy of the premises, and shall hereafter impose charges or increase existing charges for such services, the Lessee agrees to pay to the Port Authority such of the charges or the increase in charges as may be imposed or assessed against the Port Authority in respect of the Lessee's premises or its use and occupancy thereof.

(d) The Port Authority shall be under no obligation to supply services if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith, even though such law, rule, regulation, requirement, order or direction may not be mandatory on the Port Authority as a public agency. The Port Authority shall not be obligated to perform or furnish any other service whatsoever in connection with the premises or any services at any time while the Lessee shall be in default hereunder or has breached any of the provisions hereof after the period, if any, herein granted to cure such default shall have expired.

No failure, delay or interruption in supplying agreed services (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of the Lessee or grounds for any diminution or abatement of rental, or (unless resulting from the negligence or wilful failure of the Port Authority) shall be grounds for any claim by the Lessee for damages, consequential or otherwise.

SECTION 39. *Joint and Several Obligations*

Since more than one individual or other legal entity is the Lessee under this Agreement, each and every obligation hereof shall be the joint and several obligation of each such individual or other legal entity.

SECTION 40. *Quiet Enjoyment*

The Port Authority covenants and agrees that so long as it remains the lessee of the Airport that, on payment of the rent and performance of the covenants and agreements on the part of the Lessee to be performed hereunder, the Lessee may peaceably have and enjoy the demised premises and all rights, licenses and privileges granted herein free of any act or acts of the Port Authority except as expressly permitted in this Agreement.

SECTION 41. *Use of Premises by Others*

The Lessee recognizes that a principal purpose of the Port Authority in entering into this Lease is to make available at the Airport the facilities that are to be constructed by the Lessee pursuant to Section 2 which are to be used as set forth in Section 5 hereof by all persons, corporations and entities operating aircraft at the Airport. The Lessee agrees that all such persons, corporations, and entities shall have the right to use the premises for the purposes set forth in Section 5 on a fair, equal and non-discriminatory basis with the Lessee and the other Participants and at charges which are fair, reasonable and non-discriminatory. It is understood that for so long as and during such periods of time as there are one or more Fixed Base Operators operating at the Airport and for so long as and during such periods of time as all persons, corporations and entities other than Scheduled Aircraft Operators operating at the Airport are required by the Port Authority to secure their aviation fuel through a Fixed Base Operator, the provisions of the preceding sentence shall be of no force or effect. For the purposes of this Section the term "Fixed Base Operator" shall mean the entities described in paragraph 126 of the Facilities Agreement.

The Port Authority recognizes that during the term of this Lease scheduled Aircraft Operators not now operating at the Airport may institute service to the Airport and may wish to become participants under the Facilities Agreement. The Port Authority recognizes further that the financial terms upon which such new scheduled Aircraft Operators shall be permitted to join the Lessee and the other Participants may not be exactly the same as those imposed upon the Lessee and the other Participants. Such financial terms if different from the Facilities Agreement provisions, shall be fair, reasonable and equitable under all the circumstances prevailing.

SECTION 42. *Easement*

(a) The Lessee hereby specifically recognizes that the precise location of the underground easement in which the underground fuel line shall be built (Sections 1 and 2 hereof) shall be fixed by the Port Authority prior to the commencement of the construction by the Lessee of any portion of the underground fuel line. The Lessee further understands that it is the Port Authority's present intention to construct a service road on the surface of the land over said easement, but in no event shall the Port Authority be obligated to construct such a road nor shall the Port Authority have any obligation to maintain, repair, police or make available to the Lessee such road if it is constructed. Moreover, the Port Authority shall have the complete and unrestricted right to use the surface of the land over the easement, to construct a road thereon, to pave the land and erect any improvement thereon as the Port Authority may determine.

(b) If performance of any of the obligations of the Lessee under the Lease with respect to the underground fuel line requires that the surface of the land over which the easement is located, or any road, paved area or any other improvement located on said land be excavated, opened up, damaged or adversely affected in any way, the Lessee shall not perform any of the same without securing the prior written consent of the Port Authority so to do. If said consent is granted the Lessee shall be responsible for repairing the said land, road, paved area or other improvement and for restoring the same to the condition existing prior thereto to the satisfaction of the Port Authority.

(c) In the event the Port Authority does in fact construct the service road covered by paragraph (a) above, the Lessee shall, upon

written notice from the Port Authority so to do, construct at its sole cost and expense a brick screening wall of approximately 12 feet in height and running along the entire westerly boundary of the premises, which screening wall shall be covered by plans and specifications to be prepared by the Lessee with due diligence and submitted to the Port Authority in the form of an appropriate Construction Application for its prior written approval and after such approval has been obtained the Lessee shall proceed diligently to construct such screening wall subject to and in accordance with the provisions of paragraph (c) of Section 2 of the Lease and upon completion thereof title to said wall shall pass to the City of New York and shall be and become a part of the premises under the Lease.

SECTION 43. *Counterparts*

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 44. *Definitions*

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

(a) "Airport" shall mean the land and premises in the City of New York, in the County of Queens and State of New York, which are shown in green upon the Exhibit attached to the Basic Lease between the City of New York and the Port Authority referred to in subdivision (b) below, said Exhibit being marked "Map I," and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

(b) "Basic Lease" shall mean the agreement between the City of New York and the Port Authority dated April 17, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated April 17, 1947, has been recorded in the Office of the Register of the City of New York, County of Queens, on May 22, 1947, in Liber 5402 of Conveyances, at pages 319, et seq.

(c) "Agreement" shall mean this agreement of lease.

(d) "Lease" shall mean this agreement of lease.

(e) "Letting" shall mean the letting under this Agreement for the original term stated herein, and shall include any extension thereof.

(f) "Premises" shall include the land, the buildings, structures and other improvements located or to be located or to be constructed therein or thereon, the equipment permanently affixed or permanently located therein, such as electrical, plumbing, sprinkler fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems, and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures, and all paving, drains, culverts, ditches and catch-basins.

(g) "Manager of the Airport" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Manager by this Agreement; but until further notice from the Port Authority to the Lessee it shall mean the Manager (or the temporary or Acting Manager) of the Airport for the time being, or his duly designated representative or representatives.

(h) "Governmental Authority", "Governmental Board" and "Governmental Agency" shall mean federal, state, municipal and other governmental authorities, boards and agencies of any state, nation or government, except that it shall not be construed to include The Port Authority of New York and New Jersey, the lessor under this Lease.

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

(j) "Unamortized Capital Investment" shall mean for purposes of this Lease, the amount of the Lessee's investment in the premises after deduction therefrom of an amount equivalent to an allowance for depreciation and amortization. Such allowance will be computed on a straight-line basis from the date of the completion of the Installation on the premises to the end of the average useful life (as determined under sound accounting practices) or the end of the Lease, whichever is the shorter.

The foregoing computation to be made shall not take into consideration the effect of accelerated amortization, if any, granted to or taken by the Lessee on its books or otherwise under the provisions of Section 168(a) of Title 26 USCA or similar legislation hereafter enacted.

For purposes of this subdivision (j), Lessee's investment in the premises shall be equal to the sum of: (i) the amounts paid by Lessee to independent contractors for work actually performed and labor and materials actually furnished in connection with the construction of the Installation, and (ii) the payments made and expenses incurred by Lessee, in connection with such construction, for engineering, architectural, professional and consulting services, the supervision of construction, financing costs, commitment fees, fees and expenses of counsel and construction interest, *provided, however,* that such payments and expenses pursuant to this paragraph (ii) shall not exceed 10% of the amounts described in paragraph (i); in each case, as the abovementioned amounts, payments and expenses are evidenced, from time to time, by certificates of a responsible fiscal officer of the Lessee, sworn to before a Notary Public and delivered to the Port Authority, which certificates shall (a) set forth, in reasonable detail, the amounts paid to specified independent contractors, the payments made to other specified persons and the other expenses incurred by Lessee, which have not previously been reported in certificates delivered to the Port Authority, (b) have attached thereto reproduction copies or duplicate originals of the invoices of such independent contractors and other persons acknowledging the receipt by them of such amounts and payments, and (c) certify that the amounts, payments and expenses therein set forth constitute portions of Lessee's investment in the premises for purposes of this Lease.

SECTION 45. *Entire Agreement*

This Agreement consists of the following: Sections 1 through 45 inclusive, and Exhibits I and II. It constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

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

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By C. B. PATTARINI
Deputy Director of Aviation
(Seal)

ATTEST:

DORIS E. LANDRE
Secretary

AMERICAN AIRLINES, INC.

By GENE E. OVERBECK
Senior Vice President
(Corporate Seal)

ATTEST:

H. WAYNE WILE
Secretary

TRANS WORLD AIRLINES, INC.

By A. E. JORDAN
Vice President
Technical Services
(Corporate Seal)

ATTEST:

E. EILEEN FLEMING
Assistant Secretary

EASTERN AIR LINES, INC.

By G. W. MCCARTER
Vice President
Properties
(Corporate Seal)

ATTEST:

J. E. CREIGHTON
Secretary

UNITED AIR LINES, INC.

By CHARLES F. MCERLEAN
Executive Vice President and
Chief Operating Officer
(Corporate Seal)

ATTEST:

R. H. CARTER
Assistant Secretary

DELTA AIR LINES, INC.

By H. T. FINCHER
Senior Vice President —
Operations
(Corporate Seal)

ATTEST:

IKE LASSETER
Assistant Secretary

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 27th day of March, 1973, before me personally came CAESAR B. PATTARINI to me known, who, being by me duly sworn. did depose and say that he resides at

; that he is the Deputy Director of Aviation of The Port Authority of New York and New Jersey, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

ANNA F. MCKIERNAN

ANNA F. McKIERNAN
Notary Public, State of New York
No. 03-7853465 Qual. in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 5th day of December, 1972, before me personally came GENE E. OVERBECK to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Vice President of American Airlines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

GALE KAY WALL

GALE KAY WALL
NOTARY PUBLIC, State of New York
No. 31-9509200
Qualified in New York County
Commission Expires March 30, 1973

STATE OF MISSOURI }
COUNTY OF PLATTE } ss.

On the 7th day of December, 1972, before me personally came A. E. JORDAN to me known, who, being by me duly sworn, did depose and say that he resides at : that he is the Vice President of Trans World Airlines, Inc., one of the corporations described in and which executed the foregoing instrument; that that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

E. ANITA McLAUGHLIN

Notary Public in and for Clay County, Mo., which adjoins Platte County, Mo.

E. ANITA McLAUGHLIN
My Commission Expires May 7, 1976

STATE OF FLORIDA }
COUNTY OF DADE } ss.

On the 11th day of December, 1972, before me personally came G. W. McCARTER to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is a Vice President of Eastern Air Lines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

ARTHUR D. MEYER

ARTHUR D. MEYER
Notary Public, State of Florida at Large
My Commission Expires Aug 2, 1976
Bonded thru Maynard Bonding Agency

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

On the 20th day of December, 1972, before me personally came CHARLES F. MCERLEAN to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Executive Vice President of United Air Lines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

CHARLES W. JOHNSON

My Commission Expires July 22, 1973

STATE OF GEORGIA }
COUNTY OF FULTON } ss.

On the 13th day of December, 1972, before me personally came H. T. FINCHER to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Sr. Vice President of Operations — Delta Air Lines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

JEAN M. SMITH

Notary Public, Georgia State at Large
My Commission Expires Sept. 21, 1975

(Ex. 4 – Security Diagrams)

EXHIBIT B1

ASSIGNMENT OF LEASE, WITH ASSUMPTION AND CONSENT

AMONG

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

AND

AMERICAN AIRLINES, INC.

TRANS WORLD AIRLINES, INC.

EASTERN AIR LINES, INC.

UNITED AIR LINES, INC.

DELTA AIR LINES, INC.

AND

LAGUARDIA FUEL FACILITIES CORPORATION

THIS AGREEMENT, dated as of November 15, 1972, by THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority"), a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States of America, having an office for the transaction of business at 111 Eighth Avenue, in the Borough of Manhattan, in the City, County and State of New York, and AMERICAN AIRLINES, INC., a corporation of the State of Delaware, having an office and place of business at 633 Third Avenue, New York, New York and TRANS WORLD AIRLINES, INC., a corporation of the State of Delaware having an office and place of business at 605 Third Avenue, New York, New York and EASTERN AIR LINES, INC., a corporation of the State of Delaware having an office and place of business at Building 23, Miami International Airport, Miami, Florida and UNITED AIR LINES, INC., a corporation of the State of Delaware having an office and place of business at 1200 Algonquin Road, Elk Grove Township, Illinois and DELTA AIR LINES, INC., a corporation of the State of Louisiana having an office and place of business at Atlanta Municipal Airport, Atlanta, Georgia (hereinafter jointly, severally and collectively called "the Assignor"), and LAGUARDIA FUEL FACILITIES CORPORATION (hereinafter called "the Assignee"), a corporation organized and existing under the laws of the State of New York, with an office for the transaction of business at 2 Pennsylvania Plaza, New York, New York.

WITNESSETH, That:

WHEREAS, by a certain Agreement of Lease, dated as of November 1, 1972, by and between the Port Authority and the Assignor (said Agreement of Lease being hereinafter called "the Lease"), the Port Authority leased to the Assignor and the Assignor hired and took from the Port Authority, certain premises at LaGuardia Airport in the County of Queens, City and State of New York, which are described in the Lease and in this Agreement as "the Premises", and

WHEREAS, the Lease expressly provides that no assignment of the rights of the Assignor, as lessee thereunder, may be made without the prior written consent of the Port Authority; and

NOTE: The counterparts signed by Delta Air Lines, Inc. were changed to state that Delta Air Lines, Inc. is a corporation of the State of Delaware having an office and place of business at Hartsfield Atlanta International Airport, Atlanta, Georgia.

WHEREAS, as set forth in Section 19(e) of the Lease, the Assignor desires for its own purposes to assign its entire interest as lessee under the Lease to the Assignee; and

WHEREAS, the Port Authority is willing to give its consent to the assignment hereinafter made by the Assignor to the Assignee, upon the terms and conditions herein set forth; and

WHEREAS, as set forth in Section 19(e) of the Lease, the Assignee, as sublessor, will enter into a Facilities Lease and Agreement, dated as of November 15, 1972, with the Assignor and the other Participants as defined in Section 19(e) of the Lease, as sublessee (said Facilities Lease and Agreement being hereinafter referred to as the "Facilities Agreement"), with respect to the Premises;

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby assign, transfer and set over to the Assignee and its successors to its and their own proper use, benefit and behoof forever, the Lease, to have and to hold the same unto the Assignee and its successors, as of and from the fifteenth day of November, 1972, for and during all the rest, residue, and remainder of the term of the letting under the Lease, subject nevertheless to all the terms, provisions, covenants and conditions therein contained.

2. The Port Authority hereby consents to the foregoing assignment. Notwithstanding anything herein to the contrary, the granting of such consent by the Port Authority shall not be, or be deemed to operate as, a waiver of the requirement for consent or consents to each and every subsequent assignment by the Assignee or by any subsequent assignee, nor shall the Assignor be relieved of liability under the terms, provisions, covenants and conditions of the Lease by reason of this consent of the Port Authority or of one or more other consents to one or more other assignments thereof.

3. The Assignor agrees that this assignment of the Lease and this consent of the Port Authority thereto shall not in any way whatsoever affect or impair the liability of the Assignor to perform all the terms,

provisions, covenants and conditions, including without limitation thereto the obligation to pay rent of the Lease on the part of the Lessee or tenant thereunder to be performed, and that the Assignor shall continue fully liable for the performance of all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, on the part of the Lessee or tenant thereunder to be performed.

4. The Assignee does hereby assume the performance of and does hereby agree to perform all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, contained in the Lease, to be performed on the part of the lessee or tenant thereunder, as though the Assignee were the original signatory to the Lease. The execution of this instrument by the Port Authority does not constitute a representation by it that the Assignor has performed or fulfilled every obligation required by the Lease; as to such matters the Assignee agrees to rely solely upon the representations of the Assignor.

5. Notwithstanding the provisions of the Lease and of this Agreement, the Port Authority hereby agrees with the Assignor that:

(a) The Port Authority will not terminate the Lease by reason of the occurrence of an event or default as described in clauses (4), (7) or (8) of Section 20(a) of the Lease, unless the Port Authority shall have given thirty (30) days' prior written notice to the Assignor of the event or default described in said clauses upon which such termination would be based, nor shall the Port Authority terminate the Lease for any such reason, if within said thirty-day period, the Assignor shall have paid to the Port Authority any amounts correctly stated in such notice as being due and owing to the Port Authority, and shall have proceeded diligently to cure any event or default described in clauses (4) or (8) of said Section 20(a).

(b) The Port Authority agrees to give to the Assignor notice of the termination of the Lease promptly after the same has been terminated. If, by reason of the occurrence with respect to the Assignee of an event or default of the character described

in clauses (1), (2), (3), (5) and (6) of Section 20(a) of the Lease, the Lease shall have been terminated by the Port Authority in accordance with the provisions thereof, and in the event the Port Authority shall have received from the Assignor within sixty (60) days after notice from the Port Authority to the Assignor of the termination of the Lease, a written request for a New Lease as hereinafter defined, the Port Authority hereby agrees that it shall, within sixty (60) days after the receipt of such request from the Assignor, or upon the expiration of such longer period during which any decree or order of any court having jurisdiction over the Assignee shall have the effect of preventing the Port Authority, as lessor, from executing and delivering a new lease of the Premises (herein called "a New Lease"), deliver such New Lease to the Assignor, the provisions of which shall be substantially the same as those of the Lease except for the commencement date thereof but with the same expiration date.

(c) The Port Authority agrees that it will not enter into a supplement or amendment to the Lease with the Assignee if such supplement or amendment would (a) terminate or reduce the term of the Lease, or (b) increase the amount of the annual rental payable by the Lessee under the Lease, unless in the case of either (a) or (b) above, the prior written approval of the Assignor shall have been obtained to any such termination, reduction or increase.

(d) The Assignor and Assignee hereby represent to the Port Authority that the Sublessee under the Facilities Agreement and the Assignee hereunder each has certain rights to terminate and cancel the Facilities Agreement. In the event of such termination, the Assignor has the right under the Facilities Agreement to have this Lease reassigned to it. In the event that the Facilities Agreement is so terminated, a copy of the terminating notice shall be delivered promptly to the Port Authority by the Assignor and the Assignee, and as of the effective date of said termination the Assignee shall assign the Lease to the Assignor and the Assignor shall accept such assignment. The Assignor and the Assignee hereby agree to execute and

deliver to the Port Authority, for execution by it, at least twenty (20) days prior to the effective date of said termination, an Assignment, Assumption and Consent Agreement in the form annexed hereto as Exhibit BIA.

6. The representations made with respect to the ownership of La Guardia Fuel Facilities Corporation, Allied Maintenance Securities, Inc. and Allied Aviation Service Company of New York, Inc. in Section 19(e) of the Lease are hereby expressly reaffirmed by the Assignor. Any change in said ownership contrary to said representations shall constitute an event the occurrence of which will entitle the Port Authority to terminate the Lease pursuant to Section 20(a) thereof.

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

8. All notices, demands, directions, requests, consents and approvals required to be given to or by any party hereto shall be in writing and shall be personally delivered to the duly designated officer or representative of any such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to such party by registered mail as follows: (i) if to the Port Authority or the Assignee, delivered or forwarded to the Executive Director, or President, respectively, at the address of such party specified in the preamble hereto or to such other officer or representative and at such other address as such party shall have specified by written notice to each of the other parties hereto, and (ii) to the Assignor, to Vice President, Properties & Facilities, American Airlines, Inc., as its common representative, directed to the office of American Airlines, Inc., 633 Third Avenue, New York, New York, or to such other representative and at such other address as the airlines comprising the Assignor shall have specified by written notice to the other parties. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered mailing thereof.

9. In the event of the reassignment of the Lease to the Assignor or of the granting of a New Lease to the Assignor pursuant to the provisions of paragraph 5 hereof, and if thereafter any of the events set forth in clauses (1), (2), (3), (5) or (6) of paragraph (a) of Section 20 of the Lease shall occur with respect to any of the airlines comprising the Lessee, then the right of the Port Authority to terminate the Lease as provided in Section 20 shall apply and pertain with respect to such airline alone, but the Lease shall continue in full force and effect as to all other airlines then comprising the Lessee.

10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Since more than one legal entity is the Assignor under this Agreement, each and every obligation hereof shall be the joint and several obligation of each such legal entity.

12. Except as hereinbefore specifically provided, all the terms, covenants and conditions of the Lease shall be and remain in full force and effect.

In Witness Whereof, the Port Authority, the Assignor and the Assignee have executed these presents as of the date first hereinabove set forth.

Assignor:

American Airlines, Inc.

By Gene E. Overbeck
Senior Vice President
(Corporate Seal)

Attest:

H. Wayne Wile
Secretary

TRANS WORLD AIRLINES, INC.

By A. E. JORDAN
Vice President
Technical Services
(Corporate Seal)

Attest:

E. EILEEN FLEMING
Assistant Secretary

EASTERN AIR LINES, INC.

By G. W. MCCARTER
Vice President
Properties
(Corporate Seal)

Attest:

J. E. CREIGHTON
Secretary

UNITED AIR LINES, INC.

By CHARLES F. MCELEAN
Executive Vice President
and Chief Operating
Officer
(Corporate Seal)

Attest:

R. H. CARTER
Ass't Secretary

DELTA AIR LINES, INC.

By H. T. FINCHER
Senior Vice President —
Operations
(Corporate Seal)

Attest:

IKE LASSETER
Assistant Secretary

Assignee:

LaGuardia Fuel Facilities Corporation

By D. H. McCampbell
President
(Corporate Seal)

Attest:

J. N. Buzanga
Secretary

The Port Authority of New York and New Jersey

By C. B. Pattarini
Deputy Director of Aviation
(Seal)

Attest:

Doris E. Landre
Secretary

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 27th day of March, 1973, before me personally came CAESAR B. PATTARINI to me known, who, being by me duly sworn, did depose and say that he resides at
that he is the Deputy Director of Aviation of The Port Authority of New York and New Jersey, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

ANNA F. McKIERNAN

ANNA F. McKIERNAN
Notary Public, State of New York
No. 03-7853465 Qual. in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 5th day of December, 1972, before me personally came GENE E. OVERBECK to me known, who, being by me duly sworn, did depose and say that he resides at
that he is the Vice President of American Airlines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

GALE KAY WALL

GALE KAY WALL
Notary Public, State of New York
No. 31-9509200
Qualified in New York County
Commission Expires March 30, 1973

STATE OF MISSOURI }
COUNTY OF PLATTE } ss.

On the 7th day of December, 1972, before me personally came A. E. JORDAN to be known, who, being by me duly sworn, did depose and say that he resides at that he is the Vice President of Trans World Airlines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

E. ANITA McLAUGHLIN

E. ANITA McLAUGHLIN
My Commission Expires May 7, 1976

Notary Public in and for Clay County, Mo., which adjoins Platte County, Mo.

STATE OF FLORIDA }
COUNTY OF DADE } ss.

On the 11th day of December, 1972, before me personally came G. W. McCARTER to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is a Vice President of Eastern Air Lines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

ARTHUR D. MEYER

Notary Public, State of Florida at Large
My Commission Expires Aug. 2, 1976
Bonded thru Maynard Bonding Agency

STATE OF ILLINOIS
COUNTY OF COOK } ss.

On the 20th day of December, 1972, before me personally came CHARLES F. MCERLEAN to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Executive Vice President of United Air Lines, Inc. one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

CHARLES W. JOHNSON

My Commission Expires July 22, 1973

STATE OF GEORGIA
COUNTY OF FULTON } ss.

On the 13th day of December, 1972, before me personally came H. T. FINCHER to me known, who, being by me duly sworn, did depose and say that he resides at that he is the Sr. Vice President — Operations Delta Air Lines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

JEAN M. SMITH

Notary Public, Georgia State at Large
My Commission Expires Sept. 21, 1975

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 26th day of March, 1973, before me personally came DONALD H. McCAMPBELL, to me known, who, being, by me duly sworn, did depose and say that he resides at
that he is the President of LaGuardia Fuel Facilities Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

ANNA F. McKIERNAN
ANNA F. McKIERNAN

Notary Public, State of New York
No. 03-7853465 Qual. in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

EXHIBIT B1A

Assignment, Assumption and Consent Agreement

THIS AGREEMENT, dated as of [here insert the effective date of assignment], by THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority"), a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States of America, having an office for the transaction of business at , in the Borough of Manhattan, in the City, County and State of New York, and LAGUARDIA FUEL FACILITIES CORPORATION (hereinafter called "the Assignor"), a corporation organized and existing under the laws of the State of New York, with an office for the transaction of business at , and AMERICAN AIRLINES, INC., a corporation of the State of Delaware, having an office and place of business at and TRANS WORLD AIRLINES, INC., a corporation of the State of Delaware having an office and place of business at and EASTERN AIR LINES, INC., a corporation of the State of Delaware having an office and place of business at and UNITED AIR LINES, INC., a corporation of the State of Delaware having an office and place of business at and DELTA AIR LINES, INC., a corporation of the State of Louisiana having an office and place of business at (hereinafter jointly, severally and collectively called "the Assignee").

WITNESSETH, That:

WHEREAS, by a certain Agreement of Lease, dated as of November 1, 1972, by and between the Port Authority and the Assignee (said Agreement of Lease, as the same may have been heretofore amended or supplemented, being hereinafter called "the Lease"), the Port Authority leased to the Assignee and the Assignee hired and took from the Port Authority, certain premises at LaGuardia Airport in the County of Queens, City and State of New York, which are described in the Lease and in this Agreement as "the Premises", and

WHEREAS, by a certain Assignment of Lease, with Assumption and Consent, dated as of November 15, 1972, by and among the Port Authority, the Assignee and the Assignor (said Assignment of Lease, with

Assumption and Consent being hereinafter called "the Assignment"), the Assignee assigned, transferred and set over the Lease to the Assignor with the consent of the Port Authority and the Assignor assumed the performance of all the terms, provisions, covenants and conditions of the Lease,

WHEREAS, the Assignment expressly provides that upon the termination of a certain Facilities Lease and Agreement, dated as of November 15, 1972, by and between the Assignor and the Assignee and the other Participants as defined in Section 19(e) of the Lease (said Facilities Lease and Agreement being hereinafter called the "Facilities Agreement"), the Assignor shall assign the Lease to the Assignee and the Assignor and the Assignee shall execute and deliver to the Port Authority at least twenty days prior to the effective date of such termination an Assignment, Assumption and Consent Agreement in the form set forth herein,

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby assign, transfer and set over to the Assignee and its successors to its and their own proper use, benefit and behoof forever, the Lease, to have and to hold the same unto the Assignee and its successors, as of [here insert the effective date of assignment], for and during all the rest, residue, and remainder of the term of the letting under the Lease, subject nevertheless to all the terms, provisions, covenants and conditions therein contained.

2. The Port Authority hereby consents to the foregoing assignment. Notwithstanding anything herein to the contrary, the granting of such consent by the Port Authority shall not be, or be deemed to operate as, a waiver of the requirement for consent or consents to each and every subsequent assignment by the Assignee or by any subsequent assignee.

3. The Assignee does hereby assume the performance of and does hereby agree to perform all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, contained in the Lease, to be performed on the part of the lessee or tenant thereunder, as the original signatory to the Lease. The execution of this instrument by the Port Authority does not constitute a

representation by it that the Assignor has performed or fulfilled every obligation required by the Lease; as to such matters the Assignee agrees to rely solely upon the representations of the Assignor.

4. The Assignor has released and discharged and does by these presents release and discharge the Port Authority, its Commissioners, officers, agents and employees, from any and all obligations of every kind, past, present or future on the part of the Port Authority to be performed under the Lease. The Port Authority by these presents releases and discharges the Assignor from any and all obligations on its part to be performed under the Lease for that portion of the term of the Lease from and after [here insert the effective date of assignment], it being understood that nothing herein contained shall release, relieve or discharge the Assignor from any liability for rentals or for other fees or charges that may be due or become due to the Port Authority for any period or periods prior to [here insert the effective date of assignment], or for the breach of any of the terms, covenants and conditions on the Assignor's part to be performed under the Lease which shall have matured or shall mature prior to [here insert the effective date of assignment].

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

6. All notices, demands, directions, requests, consents and approvals required to be given to or by any party hereto shall be in writing and shall be personally delivered to the duly designated officer or representative of any such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to such party by registered mail as follows: (i) if to the Port Authority or the Assignor, delivered or forwarded to the Executive Director, or President, respectively, at the address of such party specified in the preamble hereto or to such other officer or representative and at such other address as such party shall have specified by written notice to each of the other parties hereto, and (ii) to the Assignee, to Vice President, Properties & Facilities, American Airlines, Inc., as its common representative, directed to the office of American

Airlines, Inc., [here insert address] , or to such other representative and at such other address as the airlines comprising the Assignor shall have specified by written notice to the other parties. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered mailing thereof.

7. If from and after the effective date of assignment any of the events set forth in clauses (1), (2), (3), (5) or (6) of paragraph (a) of Section 20 of the Lease shall occur with respect to any of the airlines comprising the Assignee, then the right of the Port Authority to terminate the Lease as provided in Section 20 shall apply and pertain with respect to such airline alone, but the Lease shall continue in full force and effect as to all other airlines then comprising the Assignee.

8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Since more than one legal entity is the Assignee under this Agreement, each and every obligation hereof shall be the joint and several obligation of each such legal entity.

10. Except as hereinbefore specifically provided, all the terms, covenants and conditions of the Lease shall be and remain in full force and effect.

In Witness Whereof, the Port Authority, the Assignor and the Assignee have executed these presents as of the date first hereinabove set forth.

Assignor:

LaGuardia Fuel Facilities Corporation

By .....

(Title) .....

(Corporate Seal)

Attest:

.....

Secretary

Assignee:

AMERICAN AIRLINES, INC.

By .....

(Title) .....
(Corporate Seal)

Attest:

.....
Secretary

TRANS WORLD AIRLINES, INC.

By .....

(Title) .....
(Corporate Seal)

Attest:

.....
Secretary

EASTERN AIR LINES, INC.

By .....

(Title) .....
(Corporate Seal)

Attest:

.....
Secretary

UNITED AIR LINES, INC.

By .....

(Title) .....

(Corporate Seal)

Attest:

.....

Secretary

DELTA AIR LINES, INC.

By .....

(Title) .....

(Corporate Seal)

Attest:

.....

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By .....

(Title) .....

Attest:

.....

Secretary

[CORPORATE ACKNOWLEDGMENTS]

EXHIBIT B2

CONSENT TO FACILITIES AGREEMENT

AMONG

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

AND

LaGUARDIA FUEL FACILITIES CORPORATION

AND

ALLIED AVIATION SERVICE COMPANY
OF NEW YORK, INC.

AND

AMERICAN AIRLINES, INC.
TRANS WORLD AIRLINES, INC.
EASTERN AIR LINES, INC.
UNITED AIR LINES, INC.
DELTA AIR LINES, INC.
ALLEGHENY AIRLINES, INC.
BRANIFF AIRWAYS, INCORPORATED
NATIONAL AIRLINES, INC.
NORTH CENTRAL AIRLINES, INC.
NORTHWEST AIRLINES, INC.
OZARK AIR LINES, INC.
PIEDMONT AVIATION, INC.
SOUTHERN AIRWAYS, INC.
SHELL OIL COMPANY

THIS AGREEMENT, made by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority"), a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States of America, having an office for the transaction of business at 111 Eighth Avenue in the Borough of Manhattan, City, County and State of New York and LA GUARDIA FUEL FACILITIES CORPORATION (hereinafter called the "Sublessor"), a corporation of the State of New York, with an office for the transaction of business at 2 Pennsylvania Plaza, New York, New York, and ALLIED AVIATION SERVICE COMPANY OF NEW YORK, INC. (hereinafter called "Allied"), a corporation organized and existing under the laws of the State of New York, with an office for the transaction of business at 2 Pennsylvania Plaza, New York, New York, and AMERICAN AIRLINES, INC., a corporation of the State of Delaware, having an office and place of business at 633 Third Avenue, New York and TRANS WORLD AIRLINES, INC., a corporation of the State of Delaware having an office and place of business at 605 Third Avenue, New York, New York and EASTERN AIR LINES, INC., a corporation of the State of Delaware having an office and place of business at Building 23, Miami International Airport, Miami, Florida and UNITED AIR LINES, INC., a corporation of the State of Delaware having an office and place of business at 1200 Algonquin Road, Elk Grove Township, Illinois and DELTA AIR LINES, INC., a corporation of the State of Louisiana having an office and place of business at Atlanta Municipal Airport, Atlanta, Georgia and SHELL OIL COMPANY, a corporation of the State of Delaware, having an office and place of business at 1 Shell Plaza, Houston, Texas; ALLEGHENY AIRLINES, INC., a corporation of the State of Delaware having an office and place of business at National Airport, Washington, D. C., and BRANIFF AIRWAYS, INCORPORATED, a corporation of the State of Oklahoma having an office and place of business at Braniff Tower, P. O. Box 35001, Exchange Park, Dallas, Texas, and NATIONAL AIRLINES, INC., a corporation of the State of Florida having an office and place of business at P. O. Box 2055, Airport Mail Facility, Miami, Florida 33159, and NORTH CENTRAL AIRLINES,

---

NOTE: The counterparts signed by Delta Air Lines, Inc. were changed to state that Delta Air Lines, Inc. is a corporation of the State of Delaware having an office and place of business at Hartsfield Atlanta International Airport, Atlanta, Georgia.

Inc., a corporation of the State of Wisconsin having an office and place of business at 7500 Northliner Drive, Minneapolis, Minnesota, and Northwest Airlines, Inc., a corporation of the State of Minnesota having an office and place of business at Minneapolis-St. Paul International Airport, St. Paul, Minnesota, and Ozark Air Lines, Inc., a corporation of the State of Missouri having an office and place of business at Box 10007, Lambert Field, St. Louis, Missouri. and Piedmont Aviation, Inc., a corporation of the State of North Carolina having an office and place of business at Smith Reynolds Airport, Winston-Salem, North Carolina, and Southern Airways, Inc., a corporation of the State of Delaware having an office and place of business at Atlanta Airport, Atlanta, Georgia (hereinafter collectively called "the Sublessee"),

Witnesseth, That:

Whereas, the Port Authority leased to American Airlines, Trans World Airlines, United Air Lines, Eastern Air Lines and Delta Air Lines (hereinafter jointly, severally and collectively called the "Assignor") and the Assignor hired and took from the Port Authority certain premises at LaGuardia Airport as described in a certain agreement of lease dated as of November 1, 1972 (said agreement of lease being hereinafter called the "Lease"), and

Whereas, the Assignor has assigned its entire interest as lessee under the Lease to the Sublessor with the consent of the Port Authority pursuant to the Assignment of Lease with Assumption and Consent dated as of November 15, 1972, among the Port Authority, the Assignor and the Sublessor (said instrument being hereinafter called the "Assignment"), and

Whereas, pursuant to the provisions of the Assignment and the Lease, the Sublessor and the Sublessee are about to enter into a Facilities Lease and Agreement dated as of November 15, 1972, a copy of which is attached hereto, made a part hereof and hereinafter called the "Facilities Agreement", and

Whereas, certain rights are granted in the Facilities Agreement to Allied, which will be a party thereto, and

WHEREAS, the prior written consent of the Port Authority to the Facilities Agreement is required;

NOW, THEREFORE, in consideration of the covenants and mutual agreements of all the parties hereto, it is hereby agreed by the parties, effective from and after November 15, 1972, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Facilities Agreement.

2. Neither this Consent to Facilities Agreement nor anything herein nor the consent granted hereunder shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, variation or change in the rights, powers and privileges granted to the lessee under the Lease or to any of the parties under the Assignment nor shall they impair or affect any of the duties, liabilities and obligations imposed on the lessee under the Lease or on any of the parties under the Assignment. The terms, provisions, covenants, conditions and agreements of the Lease and the Assignment shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Facilities Agreement including without limitation thereto any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent to Facilities Agreement or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion as to granting any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provision of the Facilities Agreement to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Lease and the Assignment shall in all respects be controlling, effective and determinative.

No provision of the Facilities Agreement including but not limited to those imposing obligations on the Sublessee or Allied with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the

same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Facilities Agreement covering future actions which may be undertaken by the Sublessee or Allied, including but not limited to those covering construction of Additional Facilities (as defined in the Facilities Agreement), an underground into-plane fuel system or any other construction on the premises or the Airport, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. Reference in this paragraph to specific matters and provisions as contained in the Facilities Agreement shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to granting or withholding approvals or consents as to other matters and provisions in the Facilities Agreement which are not specifically referred to herein.

3. The granting of this consent by the Port Authority shall not be or be deemed to operate as a waiver of consent to any subsequent subleasing (including but not limited to any by the Sublessor, the Sublessee or Allied) or assignment of the Lease, the Facilities Agreement or of any rights under any of them, whether in whole or in part.

4. The Facilities Agreement shall in any event terminate, without notice to the Sublessee, on the day preceding the date of expiration or earlier termination of the Lease, or on such earlier date as the Sublessor and Sublessee may agree upon.

5. The Facilities Agreement shall not be changed, modified, discharged or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

6. The Sublessee and Allied in their operations under or in connection with the Facilities Agreement and in their occupancy of the premises, agree to assume, observe, be bound by and comply with all the terms, provisions, covenants and conditions of the Lease.

7. Without in any wise affecting the obligations of the Sublessor under the Lease and under this Consent to Facilities Agreement, the Sublessee and Allied agree with respect to their acts and omissions to indemnify the Port Authority and to make repairs and replacements

as if they were the lessee under the Lease. However, all acts and omissions of the Sublessee (including acts and omissions of each and every Contracting Airline, as defined in the Facilities Agreement) and Allied shall be deemed to be acts and omissions of the lessee under the Lease and the Sublessor shall also be severally responsible therefor, including but not limited to the obligations of indemnification and repair.

8. References herein to the Sublessee and Allied shall mean and include the Sublessee (including each and every Contracting Airline comprising the Sublessee) and Allied and their officers, agents, employees and also others on the premises or the Airport with the consent of the Sublessee or Allied.

9. This Consent to Facilities Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. No Commissioner, director, officer, stockholder, agent or employee of any party to this Consent to Facilities Agreement shall be charged personally or held contractually liable by or to any other party under any term or provision of this Consent to Facilities Agreement or of any supplement, modification or amendment to this Consent to Facilities Agreement, or because of any breach thereof, or because of its or their execution or attempted execution.

In Witness Whereof, the Port Authority, the Sublessor, the Sublessee and Allied have executed these presents, as of the date first hereinabove set forth.

The Port Authority of New York
and New Jersey

By C. B. Pattarini
Deputy Director of Aviation
(Seal)

Attest:

Doris E. Landre
Secretary

SUBLESSOR:

LAGUARDIA FUEL FACILITIES CORPORATION

By D. H. MCCAMPBELL
President
(Corporate Seal)

Attest:

J. N. BUZANGA
Secretary

ALLIED AVIATION SERVICE COMPANY OF NEW YORK, INC.

By D. H. MCCAMPBELL
President
(Corporate Seal)

Attest:

J. N. BUZANGA
Ass't Secretary

SUBLESSEE:

AMERICAN AIRLINES, INC.

By GENE E. OVERBECK
Senior Vice President
(Corporate Seal)

Attest:

H. WAYNE WILE
Secretary

TRANS WORLD AIRLINES, INC.

By A. E. JORDAN
Vice President
Technical Services
(Corporate Seal)

Attest:

E. EILEEN FLEMING
Assistant Secretary

EASTERN AIR LINES, INC.

By G. W. MCCARTER
Vice President
Properties
(Corporate Seal)

Attest:

J. E. CREIGHTON
Secretary

UNITED AIR LINES, INC.

By CHARLES F. MCELEAN
Executive Vice President and Chief Operating Officer
(Corporate Seal)

Attest:

R. H. CARTER
Assistant Secretary

DELTA AIR LINES, INC.

By H. T. FINCHER
Senior Vice President — Operations
(Corporate Seal)

Attest:

IKE LASSETER
Assistant Secretary

ALLEGHENY AIRLINES, INC.

By L. THOMAS FERGUSON
Executive Vice President
(Corporate Seal)

Attest:

MARY S. MORRIS
Ass't Secretary

BRANIFF AIRWAYS, INCORPORATED

By HORACE BOLDING
Vice President
(Corporate Seal)

Attest:

JAY M. JACKSON
Secretary

NATIONAL AIRLINES, INC.

By G. R. WOODY
Executive Vice-President
(Corporate Seal)

Attest:

J. M. LINDSEY
Secretary

NORTH CENTRAL AIRLINES, INC.

By BERNARD SWEET
President
(Corporate Seal)

Attest:

JOHN P. DOW
Vice President & Secretary

NORTHWEST AIRLINES, INC.

By R. W. CHAMBERS
Vice President — Properties
(Corporate Seal)

Attest:

A. E. FLOAN
Secretary

OZARK AIR LINES, INC.

By A. J. ROSE
V. P. Finance & Treasurer
(Corporate Seal)

Attest:

VYONNE OVERHOLSER
Assistant Secretary

PIEDMONT AVIATION, INC.

By H. K. SAUNDERS
Senior Vice President
(Corporate Seal)

Attest:

T. W. MORTON
Secretary

SOUTHERN AIRWAYS, INC.

By GRAYDON HALL
Ex. V. P. and Gen. Mgr.
(Corporate Seal)

Attest:

J. K. COURTENAY
Secretary

SHELL OIL COMPANY

By E. F. LOVELAND
Vice President
(Corporate Seal)

Attest:

C. M. WRIGHT
Assistant Secretary

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 27th day of March, 1973, before me personally came CAESAR B. PATTARINI, to me known, who, being by me duly sworn, did depose and say that he resides at

; that he is the Deputy Director of Aviation of The Port Authority of New York and New Jersey, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

ANNA F. MCKIERNAN

ANNA F. McKIERNAN
Notary Public, State of New York
No. 03-7853465 Qual. in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 26th day of March, 1973, before me personally came DONALD H. MCCAMPBELL, to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of LAGUARDIA FUEL FACILITIES CORPORATION, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

ANNA F. MCKIERNAN

ANNA F. McKIERNAN
Notary Public, State of New York
No. 03-7853465 Qual. in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 26th day of March, 1973, before me personally came DONALD H. MCCAMPBELL, to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of ALLIED AVIATION SERVICE COMPANY OF NEW YORK, INC., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

ANNA F. MCKIERNAN

ANNA F. McKIERNAN
Notary Public, State of New York
No. 03-7853465 Qual. in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 5th day of December, 1972, before me personally came GENE E. OVERBECK to me known, who, being by me duly sworn, did depose and say that he resides at
that he is the Vice President of American Airlines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

GALE KAY WALL

GALE KAY WALL
Notary Public, State of New York
No. 31-8509200
Qualified in New York County
Commission Expires March 30, 1973

STATE OF GEORGIA
COUNTY OF FULTON } SS.:

On the 13th day of December, 1972, before me personally came H. T. FINCHER to me known, who, being by me duly sworn, did depose and say that he resides at that he is the Sr. Vice President of operations, Delta Air Lines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

JEAN M. SMITH

Notary Public, Georgia State at Large
My Commission Expires Sept. 21, 1975

STATE OF FLORIDA
COUNTY OF DADE } SS.:

On the 11th day of December, 1972, before me personally came G. W. MCCARTER to me known, who, being by me duly sworn, did depose and say that he resides at

that he is a Vice President of Eastern Air Lines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

ARTHUR D. MEYER

Notary Public, State of Florida at Large
My Commission Expires Aug. 2, 1978
Bonded thru Maynard Bonding Agency

STATE OF MISSOURI }
COUNTY OF PLATTE } ss.:

On the 7th day of December, 1972, before me personally came A. E. JORDAN to me known, who, being by me duly sworn, did depose and say that he resides at that he is the Vice President of Trans World Airlines, Inc. one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

E. ANITA MCLAUGHLIN
Notary Public in and for Clay County, Mo., which adjoins Platte County, Mo.

E. ANITA McLAUGHLIN
My Commission Expires May 7, 1976

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On the 20th day of December, 1972, before me personally came CHARLES F. MCERLEAN to me known, who, being by me duly sworn, did depose and say that he resides at that he is the Executive Vice President of United Air Lines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

CHARLES W. JOHNSON

My Commission Expires
July 22, 1973

STATE OF VIRGINIA
COUNTY OF AT LARGE } ss.:

On the 19th day of December, 1972, before me personally came L. THOMAS FERGUSON to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Ex. Vice President of Allegheny, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

JERRY L. DEPOY

My Commission Expires
November the 5th, 1975

STATE OF TEXAS
COUNTY OF DALLAS } ss.

On the 12th day of December, 1972, before me personally came HORACE BOLDING to me known, who, being by me duly sworn, did depose and say that he resides at
that he is the Vice President of Braniff Airways, Incorporated, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

KATHERINE JOHNSTON
Notary Public
Dallas County, Texas

STATE OF FLORIDA
COUNTY OF DADE } ss.

On the 25th day of January, 1973, before me personally came G. R. WOODY to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Executive Vice President of National Airlines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

SHIRLEY J. TIGAR
Notary Public State of Florida At Large
My Commission Expires Feb. 5, 1977
Bonded Thru General Insurance
Underwriters

STATE OF MINNESOTA
COUNTY OF HENNEPIN } ss.

On the 8th day of December, 1972, before me personally came BERNARD SWEET to me known, who, being by me duly sworn, did depose and say that he resides at
; that he is the President of North Central Airlines, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

BARBARA WELDY

BARBARA WELDY
Notary Public, Hennepin County, Minn.
My Commission Expires April 29, 1977.

STATE OF MINN.
COUNTY OF DAKOTA } ss.

On the 6th day of Dec., 1972, before me personally came R. W. CHAMBERS to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Vice President of Northwest Airlines, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

JANYCE R. STE. MARIE

JANYCE R. STE. MARIE
Notary Public, Dakota County, Minn.
My Commission Expires May 23, 1974

STATE OF MISSOURI
COUNTY OF ST. LOUIS } ss.

On the 22nd day of December, 1972, before me personally came A. J. ROSE to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Vice President of Finance of Ozark Air Lines, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

R. GLORIA KRUEGER
My Commission Expires April 25, 1974

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH } ss.

On the 5th day of December, 1972, before me personally came H. K. SAUNDERS to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Sr. Vice-President of Piedmont Aviation, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

NEDRA R. VAN ZEE
Notary Public of Forsyth County
My Commission Expires 10/14/76

STATE OF GEORGIA
COUNTY OF FULTON } ss.

On the 10th day of January, 1973, before me, personally came GRAYDON HALL to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Exec. Vice President & Gen. Mgr. of Southern Airways, Inc. one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

MARY C. HAYES
Notary Public Fulton County, Georgia
My Commission Expires July 13, 1976

STATE OF TEXAS
COUNTY OF HARRIS } ss.:

On the 19th day of February, 1973, before me personally came E. F. LOVELAND to me known, who, being by me duly sworn, did depose and say that he resides at

: that he is a Vice President of Shell Oil Company, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

M. J. MCPHAIL

M. J. McPHAIL
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

EXHIBIT C

AGREEMENT

Between

ALLIED AVIATION SERVICE COMPANY OF NEW YORK, INC.

And

_____

[THE FUEL STORAGE SERVICE AGREEMENT]

TABLE OF CONTENTS

[FUEL STORAGE SERVICE AGREEMENT]

Section	Title	Page
1	Definitions	1
2	Services	4
3	Reports by Allied	6
4	Responsibility for and Adjustment of Losses	8
5	Responsibility for Damage to Aviation Fuel	10
6	Prices to be Used in Computing Shortages, Losses or Damage	11
7	Quality of Aviation Fuel	11
8	Title	11
9	Condemned Aviation Fuel	12
10	No Commingling	12
11	Supplier's Right of Removal of Aviation Fuel	13
12	Method of Operation	13
13	Insurance and Indemnity	15
14	Independent Contractor	17
15	Charges for Services	18
16	Term	19
17	Uniform Form of Agreement	20
18	Miscellaneous	20
19	Successors and Assigns	21

AGREEMENT, made as of November 15, 1972, between ALLIED AVIATION SERVICE COMPANY OF NEW YORK, INC. ("Allied") and ("Supplier").

WHEREAS:

1. Allied, LaGuardia Fuel Facilities Corporation ("Facilities Corporation"), and all the air carriers engaged in scheduled air transportation of passengers at LaGuardia Airport, New York ("Airport"), and Shell Oil Company (all of whom are collectively called "The Contracting Airlines", and any one of which is herein called a "Contracting Airline"), have entered into an agreement made as of November 15, 1972 ("Facilities Agreement"), pursuant to which, among other things, Facilities Corporation has leased to The Contracting Airlines certain premises ("demised premises") at the Airport covered by a lease ("Site Lease") from The Port Authority of New York and New Jersey ("Port Authority"), and Facilities Corporation has agreed to construct and install on the demised premises facilities for the receipt, storage and dispensing of aviation fuel (which facilities, as the same may be added to or extended, are herein called the "Facilities").

2. Pursuant to the Facilities Agreement, Allied has agreed to perform all the obligations of the Site Lease on the part of the Lessee to be performed (other than those with respect to constructing the Facilities and obtaining and maintaining fire and extended coverage insurance on the Facilities, which obligations Facilities Corporation has agreed to perform) in order to enable it to perform its obligation under this Agreement.

3. The Supplier has an agreement with one or more of The Contracting Airlines to supply it or them with aviation fuel at the Airport.

IT IS AGREED:

ARTICLE 1

Definitions

The following terms shall have the respective meanings given below when used in this Agreement, unless the context clearly indicates a different meaning:

101. The term "aviation fuel" shall mean aviation turbine fuel and any other fuel now or hereafter used in the propulsion of aircraft.

102. The term "bonded aviation fuel" shall mean aviation fuel imported by the Supplier under U. S. Customs Warehouse Bond, and as to which the Supplier has delivered to Allied a document setting forth the information specified in paragraph 203.

103. The term "other aviation products" shall mean engine oils, ADI fluids, automotive gasoline, anti-icing fluids and all other petroleum products used in connection with aircraft or ground support equipment, except aviation fuel, and shall also be construed to include demineralized water, water methanol, and other fuel additives or supplements.

104. The term "Allied's total operating cost" shall mean the sum of the following items of cost incurred by Allied in performing services hereunder, including any such item incurred by Allied prior to or accrued by Allied at, but paid by Allied after, the termination of this Agreement:

(a) on-the-job payroll cost (including the payroll cost of on-the-site supervisory staff), including, but not limited to, paid holidays, vacations, paid sick leave, and severance pay benefits, but not including the payroll cost of employees of Allied located at its home office;

(b) employer contribution cost, in relation to employees carried on the on-the-job payroll mentioned in the foregoing clause (a) including, but not limited to, social security, unemployment insurance, benefits for medical and hospital care, disability, death or pensions on retirement, or insurance or annuity contracts to provide any of the foregoing, and all payments, other than those referred to in the foregoing clause (a), required under any collective bargaining agreement to which Allied is a party;

(c) cost of premiums for workmen's compensation and the cost of premiums for bonding employees;

(d) cost of premiums for public liability, contractual liability, and inland marine insurance, and all other forms of insurance obtained pursuant to the provisions of Articles 5 and 13 and pursuant to the Site Lease (other than fire and extended coverage insurance on the Facilities);

(e) the cost of materials, including fuel, other aviation products, parts, tools, supplies, printed forms, water, electricity and other utilities and all other direct material costs incurred in operating, maintaining and repairing the Facilities and in performing services under this Agreement, cost of tests to determine quality or quantity of aviation fuel and other aviation products, cost of employees' uniforms or other work apparel and the cost of cleaning the same, cost of appliances for physical protection of employees, cost of security checks, and cost of physical examination of employees;

(f) all other expenses properly chargeable to direct operating cost, including, but not limited to, the amounts payable by Allied for the lease or rental of equipment or facilities, reasonable legal and arbitration expenses, printing, cost of subcontracting any work, permits, licenses, fees and local property, business, sales and privilege taxes and other taxes other than taxes measured by net income, but not including Allied's home office overhead or executive supervision; and

(g) an amount equal to 4% of the aggregate amounts provided for in the foregoing clauses (a) through (f), which shall be considered as partial reimbursement for Allied's home office overhead and executive supervision.

105. The term "Pipeline" shall mean the Pipeline owned by Facilities Corporation (and leased to Allied) from the Long Island City Terminal of Buckeye Pipe Line Company ("BPL") to the connecting point of the Pipeline Receiving Station.

106. The term "Pipeline Operator" shall mean BPL or such other person, firm or corporation to whom Allied has subleased the Pipeline.

107. The term "operation commencement date" shall mean the first day on which the Facilities are put into use dispensing aviation fuel delivered to the Airport through the Pipeline.

108. The term "Suppliers" shall mean all those persons or corporations, which, on the date in question, have agreements in effect for the supply of aviation fuel or other aviation products to The Contracting Airlines at the Airport, and the term "Supplier" shall mean either any one of the Suppliers, or the Supplier named on the first page of this Agreement, as the context requires.

109. The term "customer" shall mean a Contracting Airline with which a Supplier has an agreement to supply it with aviation fuel or other aviation products at the Airport.

110. The term "gallonage" shall mean the aggregate number of gallons of aviation fuel dispensed from the Facilities into aircraft or vehicles operated by or for a Contracting Airline, except that for any period prior to the operation commencement date, the term "gallonage" shall mean the aggregate number of gallons of aviation fuel delivered into aircraft or vehicles operated by or for a Contracting Airline at the Airport.

111. The term "Pipeline Receiving Station" shall mean that portion of the Facilities which is so designated by notice given to the Supplier by Allied no later than 10 days prior to the operation commencement date.

112. The term "Airline Committee" shall mean that committee representing The Contracting Airlines, consisting of one representative of each of The Contracting Airlines, which shall be established to consult regularly with Allied concerning the performance of services pursuant to this Agreement.

ARTICLE 2

Services

201. The following services shall be furnished by Allied to the Supplier subject to and in the manner provided in this Article:

(a) supervise the flushing and testing of the Facilities, when necessary;

(b) accept delivery at the Facilities of aviation fuel delivered by the Supplier for use by customers of the Supplier at the Airport;

(c) store such aviation fuel in the Facilities so that the customers of the Supplier can take delivery thereof from that portion of the Facilities designated as the truck loading island;

(d) meter deliveries of aviation fuel to customers of the Supplier;

(e) maintain, operate and repair the Facilities in accordance with the provisions of the Site Lease; and

(f) accept delivery of other aviation products delivered by the Supplier for customers of the Supplier, and store the same in the Facilities or on the demised premises.

202. Delivery of aviation fuel by the Supplier shall normally be made through the Pipeline, except that, if and to the extent and in the manner permitted by the Port Authority, the Supplier may deliver aviation fuel by barge or by transport truck and Allied shall promptly accept delivery of the same.

203. At the time of, or prior to, each delivery, the Supplier shall deliver to Allied at the Airport, (a) its delivery ticket, loading certificate, or barge loading report (or similar document) which shall specify (i) the kind and grade of such aviation fuel, (ii) the quantity thereof contained in the shipment being delivered to Allied, and (iii) which shall state that if such aviation fuel is bonded aviation fuel that it is bonded aviation fuel. In connection with the delivery of bonded kerosene-type aviation fuel, the Supplier shall also deliver to Allied at the Airport, (b) with respect to Jet A-1 fuel, a certificate which shall state that such fuel meets ASTM specification D1655-69, as such specification may be amended from time to time, except as follows:

Flash point:	105°F min. by ASTM D56 or 100°F min. by IP170
Freeze point:	−58°F max. by either IP16 or ASTM D2386
Total sulphur:	0.2% by weight max. by D1266
Mercaptan sulphur:	.001% by weight max. by D1323 or D1219
Copper strip corrosion:	2 hours at 212°F; 1 max. by D130 (delete 3 hours at 122°F; 1 max.)
Existent gum:	7 mg. per 100 ml. max. by D381
Water reaction:	interface rating lb. max. by FTMS-791a-3251 or DERD 2494
Thermal stability:	300/400°F; 5 hours at 6 lb./hr.; pressure drop 3 inches Hg. max. by D1660

Oxidation Inhibitor N, N-Diisopropylparaphenylenediamine: not permitted;

or, (c) in connection with the delivery of wide cut aviation fuel, the Supplier shall deliver to Allied at the Airport a certificate which shall state that such fuel meets the ASTM specification D1655-69, as such specification may be amended from time to time, for Jet B fuel except as follows:

Corrosion Inhibitors	none
Residual Anti-Icing Additives	0.01% by Vol. Max. by FTMS 791a–5327 or 5340
Freeze Point	−76° by ASTM D1477 or −72°F by D2386

204. In storing aviation fuel for the Supplier, Allied shall store the same in storage allocated by each grade of aviation fuel, provided, however, that if the Supplier shall deliver to Allied bonded aviation fuel, Allied shall receive and store the same for the Supplier in storage reserved exclusively for such grade of bonded aviation fuel. Allied shall not be required to store at any one time quantities in excess of the capacity of the storage allocated for the Supplier's particular grade of aviation fuel. Allied shall promptly notify each Supplier, in writing, of the amount of storage capacity available to that Supplier allocated for the receipt and storage of each grade of the Supplier's fuel.

205. At the time of each delivery of aviation fuel, Allied shall perform simple visual tests to ascertain the correct grades and kinds of aviation fuel delivered to it regardless of any delivery ticket, loading certificate, or barge loading report (or similar document) and shall also perform, or cause to be performed, such other tests required by current standard industry practice. The Supplier authorizes Allied to make such tests and to reject any aviation fuel which fails to meet such tests. Allied shall obtain and retain, for a reasonable time, samples of aviation fuel.

ARTICLE 3

Reports by Allied

301. Promptly after each delivery to it of aviation fuel, Allied shall complete a receipt showing the quantity of such delivery. Such receipt shall be in such form as shall be mutually agreed upon.

302. Promptly after each dispensing by a customer of the Supplier of aviation fuel from the truck loading island into the refueling tender or other vehicle operated by or for the customer of the Supplier, Allied shall complete and have signed by an authorized employee of such customer a dispensing ticket showing the kind, grade and quantity of aviation fuel delivered and the date of each delivery, which dispensing ticket shall be in such form as shall be mutually agreed upon. Allied shall forward to the Supplier copies of the delivery receipt referred to in paragraph 301 and the dispensing ticket referred to in this paragraph 302 normally on the next succeeding day but never later than 5 days after aviation fuel is received by Allied or 5 days after such dispensing has been made, as the case may be.

303. Once each day, at approximately the same time, Allied shall measure the quantity, by grade, of the Supplier's aviation fuel in the storage tanks, and shall keep accurate records of the same. Upon the Supplier's request, Allied shall inform it of the amount of such fuel so measured. Allied shall notify the Supplier, at least 48 hours in advance of the time when, in its opinion, additional deliveries of aviation fuel are required, and shall assist the Supplier in scheduling deliveries but Allied shall have no responsibility or liability whatever by reason of any such action or for failure to take any such action.

304. Within 5 days after the end of each month, Allied shall furnish to the Supplier a statement, on such forms as shall be mutually agreed upon, prepared as of the last day of each month, showing with respect to each grade of the Supplier's aviation fuel, (a) the monthly opening inventory, which shall be the same as the monthly actual closing inventory (as hereinafter defined) for the preceding month, (b) the aggregate quantity shown on the delivery receipts with respect to all deliveries received from the Supplier by Allied during such month, (c) the aggregate quantity shown on the dispensing tickets referred to in paragraph 302 during such month, (d) the aggregate quantity of other authorized withdrawals from inventory, (e) the book balance, i.e., the difference between the sum of items (a) and (b), less the sum of items (c) and (d) (herein referred to as the "monthly closing book inventory"). The statement shall also show, (f) the actual quantity of the Supplier's aviation fuel in the storage tanks on the last day of the month, determined by actual measurement (herein referred to as the "monthly actual closing inventory").

ARTICLE 4

Responsibility for and Adjustment of Losses

401. Allied shall be responsible for shortages and losses, if any, of the Supplier's aviation fuel while the same is in its possession, except for shortages and losses caused by (a) the negligence of the Supplier, or (b) causes beyond the control of Allied, which are not "insured hazards" as specified in paragraph 502, or (c) shortages and losses incurred during handling, sampling, testing and sumping, to the extent generally accepted in the pipeline/oil company industry. Except as provided in paragraph 402, such shortages and losses shall be computed on the basis of the difference between the monthly closing book inventory and the monthly actual closing inventory and shall be recorded in the form of a statement prepared and submitted monthly by the Supplier to Allied, showing the differences in gallons and the equivalent value based upon the prices referred to in paragraph 601 in effect on the last day of the respective month. This statement will be carried forward to September 30 of the year in which the operation commencement date occurs, or, if the operation commencement date occurs between October 1 and December 31 of that year, to the September 30 of the following year, at which time a settlement will be made based upon said final statement. Similar statements covering succeeding 12-month periods beginning October 1 and ending September 30 will be submitted monthly by Supplier to Allied, and at the end of each such period a settlement will be made based on said final statement. The amount of loss or the amount of gain, as indicated by the differences between the monthly closing book inventory and the monthly actual closing inventory for each month (including the portion of the first month covered by this Agreement if the operation commencement date is a date other than the first day of a month), shall be credited or debited, as the case may be, against the equivalent dollar value of the preceding month's loss or gain and accumulated until September 30 of the year in question, at which time a settlement will be made as above provided. The equivalent dollar value of the accumulated gains, if any, in each period, in any one grade shall offset the equivalent dollar value of the accumulated loss, if any, in any other grade of Supplier's aviation fuel. All monthly statements shall be tentative only and shall in no way constitute a final determination of loss or gain, provided, however, that

Allied shall make settlement for losses on the basis of the then current statements in the event and at the time this Agreement shall terminate prior to the expiration of September 30 of the year in question (whether by reason of the termination of Allied's services hereunder, or the termination of the Supplier's status as a supplier to a Contracting Airline at the Airport, or otherwise), unless the Supplier shall sell its aviation fuel to another Supplier or other Suppliers, as provided in paragraph 1101, in which event Allied shall not make settlement on the basis of the then current statements but on the basis of the September 30 statement as above provided. The balance of equivalent dollar value shown due from Allied to Supplier on each final statement shall become due on receipt thereof and shall be payable by Allied by the 15th of the month following; however, if such final statement reflects a credit balance of equivalent dollar value due from Supplier to Allied, such credit balance shall be applied against any balance of equivalent dollar value shown due from Allied to Supplier on any succeeding final statement. Any net gains of gallons shown on such final statements shall be added to the final monthly book inventory for such period, and the sum thereof shall constitute the monthly opening book inventory for the succeeding period. Any net loss of gallons shown on such final statements shall be written off and disregarded as to the accounting during the succeeding period. At the Supplier's request, the adjustments enumerated above shall be verified by a Certified Public Accountant, or if such accountant is not satisfactory to the Supplier, by auditors satisfactory to the Supplier, at the Supplier's cost and expense. Any further adjustments to the final statements found necessary by reason of such an audit will be based upon applicable fuel prices prevailing at the end of the period covered by the audit.

402. There shall not be reflected in the statements referred to in paragraph 401 (a) shortages and losses for which Allied is not responsible under the provisions of paragraph 401, and (b) any loss or damage occurring as a result of a loss required to be insured against by Allied pursuant to paragraph 502 for which adjustment has been made in accordance with paragraph 502.

403. Losses or gains of each grade of bonded aviation fuel shall be allocated among the Suppliers thereof so that there will be reflected in the final statement referred to in paragraph 401 submitted to the

Supplier, the proportion thereof which, for the year in question, the gallonage of such grade of bonded aviation fuel of customers of the Supplier during such year bears to the gallonage of such grade of bonded aviation fuel of customers of all the Suppliers during such year.

ARTICLE 5

Responsibility for Damage to Aviation Fuel

501. Except as provided in Article 7, and subject to the provisions of Article 4, Allied shall be responsible for all damage to the Supplier's aviation fuel while the same is in its possession, except for damage caused by (a) the negligence of the Supplier, or (b) causes beyond the control of Allied, which are not "insured hazards," as specified in paragraph 502.

502. During the term of this Agreement, Allied shall maintain, (a) to the extent of the full insurable value of all Supplier's aviation fuel in the Facilities, fire insurance with extended coverage and vandalism and malicious mischief coverage; (b) to the extent of the full insurable value of all Supplier's aviation fuel in the Facilities, inland marine insurance insuring against all risk of direct physical loss or damage from any external cause, except for (i) the hazards referred to in clause (a) of this paragraph 502, (ii) delay, deterioration, inherent vice and/or loss of market, (iii) mysterious or unexplained shortages disclosed by the taking of inventory, (iv) infidelity of the insureds' employees, (v) the risks of hostile or warlike action in time of peace or war, and (vi) nuclear reaction, nuclear radiation or radioactive contamination; such insurance to be written in the names of, and payable to, Allied and the Supplier, as their respective interests may appear. For the purposes of this Agreement, the term "insured hazards" shall mean the perils of fire, the perils covered by extended coverage insurance, vandalism and malicious mischief insurance, the perils covered by the aforementioned inland marine insurance and fidelity insurance, whether any of such perils are required to be insured against by Allied hereunder and regardless of the limits of such insurance. With respect to the aviation fuel stored by Allied in the Facilities at the Airport, possession, for the purposes of this Article 5 and Article 4, shall be deemed to pass to Allied as the aviation fuel passes the connecting point between the Pipeline and the Pipeline Receiving Station. Notwithstanding the provisions of Article 4, if any loss or damage occurs as a result of a loss required to be insured against hereunder, adjustment therefor shall be made within a reasonable time after the happening of the occurrence which occasioned such loss or damage.

ARTICLE 6

Prices to be Used in Computing Shortages, Losses or Damage

601. The prices used in computing the amounts, if any, payable pursuant to Articles 4 and 5, with respect to gains or shortages, at the end of the period for which such gains or shortages are computed, or in effect, with respect to loss or damage, at the time such loss or damage occurs, shall be, in the case of bonded aviation fuel, the lowest Caribbean posting shown in Platt's Oilgram Price Service ("Platt's") for the date in question for Turbine Fuel, 1 (-58-F), and, in the case of domestic turbine fuel, the lowest Gulf Coast posting shown in Platt's for the date in question for jet grade kerosene, plus, in each case, marine and pipeline transportation charges from the Supplier's refinery to the Facilities, and applicable taxes, in effect, and any charges, penalties or interest assessed by United States Customs against the Supplier and finally determined to be due. On the operation commencement date the Supplier shall inform Allied in writing of such marine and pipeline transportation charges and thereafter as soon as practicable shall notify Allied in writing of any changes in such charges and upon Allied's request shall make evidence of the same available.

ARTICLE 7

Quality of Aviation Fuel

701. The Supplier represents and warrants to Allied that all aviation fuel delivered by it to Allied shall be of the kind and grade represented upon any delivery ticket, loading certificate or barge loading report (or similar document) delivered to Allied at, or before, the time of delivery, and shall meet current specifications of the Supplier for the kind and grade so represented, and that all such fuel at the time of delivery will be uncontaminated as to purity as fuel and will be uncommingled with any other kind or grade of fuel.

ARTICLE 8

Title

801. Title to all aviation fuel delivered by the Supplier to Allied pursuant to this Agreement shall remain in the Supplier until such time as the same has been delivered into aircraft or vehicles operated by or for the customers of the Supplier and acknowledged, in the manner provided in paragraph 302.

ARTICLE 9

Condemned Aviation Fuel

901. If any of the Supplier's aviation fuel, including bonded aviation fuel, is contaminated or otherwise becomes unfit for aviation use (hereinafter referred to as "condemned aviation fuel"), the same shall be separately stored by Allied and not commingled with any other kind or grade of fuel or with other Suppliers' fuel. If the responsibility for the condemned aviation fuel shall be chargeable to Allied pursuant to this Agreement, it shall be removed by Allied at its expense from time to time so that it shall not interfere with the storage of any uncondemned aviation fuel of the Supplier. If the responsibility for the condemned aviation fuel is not chargeable to Allied, then it shall be removed or made usable by the Supplier within 12 hours of notice of verification of its condemnation. If not so removed or made usable, then Allied may remove the same, the expense of such removal to be paid by the Supplier. If any of the Supplier's aviation fuel is condemned aviation fuel and by reason thereof any other aviation fuel with which it has been commingled has become condemned aviation fuel, the Supplier, (a) within 12 hours of notice of verification thereof, shall remove all such aviation fuel which has become condemned aviation fuel, and upon its failure to do so within such time, Allied may remove the same, the expense of such removal to be paid by the Supplier, and (b) shall replace all aviation fuel which has become condemned aviation fuel, provided, however, that if the responsibility for the condemned aviation fuel shall be chargeable to Allied, it shall be removed by Allied at its expense and Allied shall replace all such condemned aviation fuel at its expense. When any condemned aviation fuel has been made usable by the Supplier, the Supplier shall furnish to Allied a document similar to that provided for in paragraph 203. The statements referred to in paragraph 304 shall reflect any adjustment made necessary by any withdrawal and subsequent redelivery of condemned aviation fuel made usable by the Supplier.

ARTICLE 10

No Commingling

1001. Except as provided in paragraphs 1002 or 1003, Allied shall not commingle aviation fuel of different kinds or grades or aviation fuel of different suppliers.

1002. Notwithstanding the provisions of paragraph 1001, Allied may commingle, in storage tanks at the Airport designated as bonded storage tanks, bonded aviation fuel of the same kind or grade delivered to it by different Suppliers.

1003. If and when the requirements of The Contracting Airlines with respect to aviation fuel or any specification of aviation fuel are such that the capacity of the Facilities does not permit compliance with the provisions of paragraph 1001, the Airline Committee shall establish equitable and practical procedures with respect to separation and commingling of aviation fuel and the failure to comply with the provisions of paragraph 1001 shall not constitute a breach by Allied of this Agreement and Allied shall not be liable to any Supplier or any Contracting Airline for, or with respect to, any consequence for failing so to comply.

ARTICLE 11

Supplier's Right of Removal of Aviation Fuel

1101. At any time during the term of this Agreement and within a period of 30 days after its termination, the Supplier shall have the right, without liability to Allied, to remove all or any part of its aviation fuel from the storage tanks, and to remove any other items which are the property of the Supplier and which are not the subject of an agreement between the Supplier and the Port Authority. The Supplier may also sell its aviation fuel to other Suppliers of aviation fuel, on condition that the purchasing Supplier assume all obligations with respect to the fuel as if it had originally delivered the same to Allied.

ARTICLE 12

Method of Operation

1201. All Allied's obligations to receive and store aviation fuel hereinbefore provided shall be subject to (a) the provisions of the Site Lease and to the provisions of the Facilities Agreement, (b) the capacity and physical limitations of the Facilities, and (c) the impair-

ment or interruption of service caused by or due to fire, earthquake, flood, lightning, windstorm, power shortages, labor disputes, war (whether declared or undeclared), riot, embargoes, delays, losses or damages in transportation, regulations, rulings or requests of any governmental agency now existing or hereafter in effect (not involving a breach of Allied's obligations under this Agreement), acts of God, or any other cause beyond the control of Allied, whether or not of the nature or character hereinbefore specifically enumerated. Subject to the foregoing, Allied shall (1) furnish good, prompt and efficient service, (2) furnish service on a fair, equal and non-discriminatory basis to all Suppliers, (3) keep open for business 24 hours a day, 7 days a week, and (4) conduct its operations at the Airport in accordance with generally accepted practices of the industry.

1202. Allied shall at all times perform and observe all covenants and conditions of the Site Lease that are required by the Facilities Agreement to be performed by it in order to perform its obligations under this Agreement, and such covenants and conditions, to the extent they are in any way applicable to this Agreement, shall be deemed incorporated herein and shall inure to the benefit of the Supplier.

1203. Allied shall maintain such accounting records and such measuring and/or metering devices and procedures as will accurately show receipts of products, deliveries, and quantities on hand for each kind or grade of aviation fuel for each Supplier and shall make the same available for inspection by the Supplier at any time during regular business hours. Allied shall cooperate with the Supplier in the taking of a physical inventory of all products of the Supplier at such times as the Supplier, within reason, may deem necessary and shall make its records readily available to the Supplier during such stock audits for ready determination of all transactions respecting the Supplier's property. Allied shall also cooperate with the Supplier and with United States Customs officers in the taking of a physical inventory of bonded aviation fuel at midnight on September 30 in each year, and shall make its records readily available to the Supplier and to United States Customs officers during such stock audits for ready determination of all transactions respecting bonded aviation fuel delivered by the Supplier. As of midnight on September 30 in each year, Allied shall

prepare and submit to the Supplier a statement of losses or gains of each grade of bonded aviation fuel for the preceding 12 months, to provide the Supplier with information it is required to furnish to United States Customs. Losses or gains shall be allocated in such statement among the Suppliers of each grade of bonded aviation fuel in the proportion thereof which, for the calendar year in question, the gallonage of such grade of bonded aviation fuel of customers of the Supplier during such calendar year bears to the total gallonage of such grade of bonded aviation fuel of customers of all the Suppliers during such calendar year. The Supplier shall have the right at any time to gauge the storage tanks and other containers containing its products, or containing bonded aviation fuel delivered by the Supplier, and to take samples therefrom.

1204. In performing its obligations herein, Allied shall comply with (a) all applicable orders, rules, regulations and requirements of the Port Authority, and (b) all court determinations enforcing all applicable laws, orders, rules, regulations and requirements of federal, state, New York City, or local governments, departments, agencies or bureaus thereof; but if Allied contests the amount or validity, in whole or in part, of any such court determination by appropriate proceedings, the Supplier shall not be entitled to assert any breach of this provision unless Allied shall have failed to comply with such court determination after such determination shall have become final and the time to appeal therefrom has expired. Allied shall maintain in full force and effect throughout the period of this Agreement all licenses, permits, permissions, certificates and any other evidence of authority necessary to permit it lawfully to perform its obligations hereunder.

ARTICLE 13

Insurance and Indemnity

1301. Allied shall maintain in effect at all times during the term of this Agreement the following described liability insurance covering its operations and activities under this Agreement in the respective amounts set forth below and shall furnish the Supplier within 10 days after the operation commencement date with certificates of insurance certifying that such insurance is in full force and effect and that the

insurer will notify each Supplier 30 days prior to any cancellation or change.

Description	Limit of Liability
I. Workmen's Compensation	Statutory.
Employer's Liability	$100,000 per person.
II. Airport Operations	
(A) Comprehensive General Liability, including automobile, contractual and products hazards	
(1) Bodily Injury	$ 5,000,000 each occurrence.
(2) Property Damage	$ 5,000,000 each occurrence.
(B) Excess Comprehensive General Liability, single limit, on Bodily Injury and Property Damage	$90,000,000 each occurrence.
III. Comprehensive Automobile Liability (while away from Airport)	
(A) Bodily Injury	$ 5,000,000 each occurrence.
(B) Property Damage	$ 5,000,000 each occurrence.

1302. Allied further agrees, subject to the proviso hereinafter set forth in this paragraph 1302, to indemnify and hold harmless each of the Suppliers individually and the Suppliers collectively from and against any and all claims, liabilities, damages, losses, and judgments, including costs and expenses incident thereto, which may be suffered by, accrue against, be charged to, or recoverable from any Supplier individually or the Suppliers collectively, or any of them, by reason of loss of or damage to property, or by reason of injury to or death of any persons, arising out of or in any way connected with the furnishing of any of the services herein provided for by Allied under this Agreement and caused by the negligence of Allied, its agents or employees, provided that, notwithstanding anything to the contrary contained herein, (a) Allied's liability under this paragraph 1302 with respect to risks to be insured, pursuant to paragraph 1301, shall in no event exceed the amount for which Allied is obligated to be insured, pursuant to paragraph 1301, with respect to the loss, injury, or damage involved in the particular case, and (b) Allied shall not be liable for mail fines or for loss, damage or expense caused by or

arising in connection with delay to scheduled or non-scheduled arrivals or departures of aircraft, cargo, or passengers, or for loss of full or partial use and occupancy of any aircraft or facilities, whether or not caused by the negligence of Allied, its agents or employees. Each Supplier expressly waives any and all rights against Allied with respect to the liabilities referred to in the foregoing provisos (a) and (b), and each Supplier shall indemnify and hold harmless Allied from and against any and all claims, liabilities, damages, losses and judgments, including costs and expenses incident thereto, which may be suffered by, accrue against, be charged to, or recoverable from Allied by reason of the liabilities referred to in the foregoing provisos (a) and (b), whether or not caused by the negligence of Allied, its agents or employees. Allied will insure its liability under this paragraph 1302 as part of the insurance provided for in paragraph 1301. Certificates of insurance furnished to each Supplier, pursuant to paragraph 1301, shall state that such liability is so insured.

1303. Upon request by the Supplier, Allied shall properly complete, execute and return to the Supplier such standard form application for fidelity suretyship as the Supplier may desire to arrange with its insurers, provided that no such application shall require Allied to disclose any information with respect to its assets or liabilities, and further provided that no such application shall require the owners of the stock of Allied or the officers, directors or employees of Allied personally to guarantee performance thereunder.

1304. If requested by customers of the Suppliers constituting at least a numerical majority of all customers of the Suppliers and having not less than 75% of the total gallonage of all customers of the Suppliers for the 6 months immediately preceding the month in which such request is made, the Suppliers shall request Allied to provide liability insurance specified in paragraph 1301 with limits higher than those set forth in paragraph 1301, and Allied shall promptly obtain such insurance with such higher limits if the same is then available and the cost of premiums thereof shall be included in Allied's total operating cost.

ARTICLE 14

Independent Contractor

1401. In performing all of its obligations hereunder, Allied shall act as an independent contractor, and neither Allied nor its employees shall be subject to the control or direction of the Supplier except as specifically provided in this Agreement.

ARTICLE 15

Charges for Services

1501. From and after the operation commencement date, each Supplier shall pay Allied monthly its share (determined in the manner provided in paragraph 1502) of an amount ("chargeable amount") equal to the sum of (a) Allied's total operating cost, and (b) 7½% of on-the-job payroll cost and material cost (as defined in clauses (a) and (e), respectively, of paragraph 104), and (c) $4,300 per month.

1502. (a) The chargeable amount referred to in paragraph 1501 shall be apportioned and billed to all the Suppliers so that each Supplier shall pay the proportion thereof which the gallonage of those of the Contracting Airlines which are customers of such Supplier during the month in question bears to the total gallonage of all the Contracting Airlines which are customers of all the Suppliers during the month in question.

(b) If, for any full calendar month after the operation commencement date, none of the Contracting Airlines has any gallonage, each Supplier shall pay that proportion of the chargeable amount for such month which the gallonage of those of the Contracting Airlines which are customers of such Supplier for the 6 months immediately preceding such month bears to the total gallonage of all the Contracting Airlines which are customers of all Suppliers for such 6 months.

(c) Except as provided in subparagraph (b) of this paragraph 1502, if, during any full calendar month during the term of this Agreement after the operation commencement date, a customer of a Supplier shall not have any gallonage for a period of at least 10 consecutive days, such Supplier, for the purposes of computing the charges payable to Allied hereunder for such month shall be deemed to have had gallonage with respect to such customer equal to whichever of the following results in the greater charge to such Supplier (i) the actual gallonage of such customer for the month in question, or (ii) the average gallonage of such customer (including gallonage attributed to such customer pursuant to this paragraph for any such month) during the last 3 full calendar months immediately preceding

the month in question in which the regular operations of such customer were not interrupted for 10 days or more.

(d) For purposes of billing pursuant to the preceding subparagraphs of this paragraph 1502, if a customer of a Supplier was a customer of more than one Supplier during any one month, any 6 months, or any 3 months, referred to in the preceding subparagraphs, such customer shall be deemed to have had the aggregate of the gallonage received by it from all Suppliers, during such month, 6 months, or 3 months, as the case may be.

1503. As of the first day of each month during which this Agreement is in effect, Allied shall render a bill to the Supplier for the charges due Allied for the preceding month, and each such bill shall become due and payable by the Supplier by the 15th day of the month.

1504. The Supplier shall notify Allied in writing, on the operation commencement date, and from time to time, of the name or names of its customer or customers, and of the kinds and grades of aviation fuel to be delivered for such customer, and Allied shall be entitled to rely thereon until notified, in writing, to the contrary.

ARTICLE 16

Term

1601. This Agreement shall take effect at 12:01 A.M. on the operation commencement date and shall continue in effect so long as the Supplier is a Supplier, subject to the provisions of paragraph 1602 or 1603.

1602. This Agreement is subject to the provisions of the Site Lease and the Facilities Agreement, and if either the Site Lease or the Facilities Agreement is terminated or expires, for any reason, prior to the expiration of the term of this Agreement, this Agreement shall be terminated as of the effective date of such termination.

1603. If either Allied or the Supplier shall make a general assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed by it, or if it files a petition or answer seeking its reorganization or the readjustment of its indebtedness under any present

or future federal bankruptcy law or other federal or state law, or if a receiver, trustee or liquidator of all or substantially all of its property shall be appointed or applied for, or if a judgment, decree or order shall be entered by a court of competent jurisdiction determining that proceedings for reorganization, arrangement, adjustment, composition, liquidation, dissolution or winding up or any similar relief under any present or future federal bankruptcy law or other federal or state law have been properly instituted otherwise than by it and such judgment, decree or order shall remain unstayed and in effect for 30 days, this Agreement may, at the option of the other, be terminated forthwith.

1604. If the Supplier is in default in its payments to Allied for a period of 15 days after the date due, Allied may give the Supplier notice to cure such default and, if any such default shall continue for 15 days after the mailing of such notice by Allied, Allied may, after the lapse of said 15 days from mailing and prior to the curing or correction of such default, terminate this Agreement.

ARTICLE 17

Uniform Form of Agreement

1701. It is intended that the form of agreement between Allied and all Suppliers shall be uniform in all material respects. Neither Allied nor the Supplier shall execute a material amendment to this Agreement unless the same amendment is offered for execution by Allied and all other Suppliers.

ARTICLE 18

Miscellaneous

1801. The right of either party to require strict performance hereunder by the other shall not be affected by any previous waiver, forbearance or course of dealing.

1802. This Agreement contains the entire contract between the parties with reference to the subject matter thereof and may not be changed, modified, discharged or extended except by written instrument signed by the parties.

1803. The article headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

1804. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

ARTICLE 19

Successors and Assigns

1901. Allied may not assign the performance of this Agreement without the prior written consent of the Supplier, but, without the consent of the Supplier, Allied may assign moneys due or to become due under this Agreement. Otherwise, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of Allied and the Supplier.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 15th day of November, 1972.

ALLIED AVIATION SERVICE COMPANY OF NEW YORK, INC.

By D. H. McCAMPBELL
President

[See Note Below]

.....

By .....

Agreements were executed by each Supplier as follows:

Supplier	*Signatory*	*Title*
BP Oil Corporation	A. W. Whitehouse, Jr.	President
Exxon Company (U.S.A.) (a division of Exxon Corporation)	S. E. Charlton	Region Manager
Shell Oil Company	E. F. Loveland	Vice President
Texaco Inc.	James W. Kinnear	Sr. Vice President

EXHIBIT D

AGREEMENT

BETWEEN

ALLIED AVIATION SERVICE COMPANY OF NEW YORK, INC.

AND

BUCKEYE PIPE LINE COMPANY

[THE PIPELINE OPERATING AGREEMENT]

NOTE: The Pipeline Operating Agreement has been executed conditionally by the parties thereto pending fulfillment, prior to October 1, 1973, of the conditions referred to in paragraph 3 of the First Amendment to Facilities Agreement. Upon such fulfillment, the Pipeline Operating Agreement will become effective.

TABLE OF CONTENTS

[PIPELINE OPERATING AGREEMENT]

Section	Title	Page
1	Definitions	2
2	Sublease of Pipeline System	3
3	Operation and Maintenance	4
4	Character of Services	7
5	Charges	7
6	Liens	8
7	Insurance, Indemnity and Partial Condemnation	8
8	Term	11
9	Interruption of Services	12
10	Undertakings of Buckeye	12
11	Miscellaneous	12
12	Assignment, etc.	13

AGREEMENT dated as of November 15, 1972, between ALLIED AVIATION SERVICE COMPANY OF NEW YORK, INC. ("Allied") and BUCKEYE PIPE LINE COMPANY ("Buckeye").

WITNESSETH:

1. LaGuardia Fuel Facilities Corporation ("Facilities Corporation") is causing to be constructed and will be the owner of a 12-inch pipeline ("Pipeline") from Buckeye's Long Island City Terminal to the Facilities (as defined herein) at LaGuardia Airport ("Airport"), which Facilities Corporation is also constructing, including the Pipeline Receiving Station (as defined herein) (the Pipeline and the Pipeline Receiving Station are herein collectively referred to as the "Pipeline System" and are shown, respectively, on the map, dated as of November 15, 1972, marked Exhibit D1, and the drawing dated as of November 15, 1972, marked Exhibit D2, both of which have been initialed and delivered by representatives of the parties); and

2. The Pipeline has been leased to Allied and Allied has been granted a license to use, and to sublicense the use of, the Pipeline Receiving Station; and

3. Buckeye desires to sublease the Pipeline from Allied and to use the Pipeline Receiving Station to enable Buckeye to use the Pipeline System to deliver aviation fuel at the Airport to Suppliers (as defined herein) for the supply of aviation fuel at the Airport to customers of the Suppliers, and Allied is willing to sublease the Pipeline and to grant Buckeye a sublicense to use the Pipeline Receiving Station upon the terms and conditions herein stated; and

4. Concurrently with the execution of this Agreement, The Port Authority of New York and New Jersey ("Port Authority"), Facilities Corporation, Allied and Buckeye have entered into an agreement pursuant to which the Port Authority has consented to this Agreement, subject to the terms and conditions specified therein, a copy of which is annexed hereto as Exhibit D3.

It Is Agreed:

ARTICLE 1

Definitions

The following terms shall have the respective meanings given below, when used in this Agreement, unless the context clearly indicates a different meaning:

101. (a) The term "Pipeline" shall mean the Original Pipeline, together with any Pipeline Additions.

(b) The term "Original Pipeline" shall mean the Pipeline from Buckeye's Long Island City Terminal to the connecting point at the Pipeline Receiving Station, to be constructed pursuant to a construction agreement between Buckeye and Facilities Corporation.

(c) The term "Pipeline Additions" shall mean any replacements of and additions, or extensions to, the Original Pipeline of the type similar to the Original Pipeline or to parts thereof.

102. The term "Pipeline Receiving Station" shall mean that portion of the Original Facilities (as defined in paragraph 107(b)) designated or described as such on the plans for the construction of the Original Facilities and as shown on Exhibit D2.

103. The term "Pipeline Franchise", or the term "Rights-of-Way Documents", shall mean the New York City franchise, licenses, leases and rights-of-way, and any other legal documents required for the operation and maintenance of the Pipeline.

104. The term "The Contracting Airlines" shall mean all air carriers engaged in scheduled air transportation at the Airport, which, on the date in question, are parties to a certain agreement, dated as of November 15, 1972, as the same may be amended, with Facilities Corporation, designated as "Facilities Lease and Agreement". The term shall also include Shell Oil Company or other Fixed Base Operator (as defined in paragraph 126 of said Facilities Lease and Agreement) if it is such a party on the date in question and the term "Contracting Airline" shall mean any one of The Contracting Airlines. Allied shall give notice to Buckeye setting forth the names of The Contracting Airlines on the operation commencement date and will give Buckeye notice of any change thereafter.

105. The term "Supplier" shall mean any person, firm or corporation which, on the date in question, has a contract with any of The Contracting Airlines for the supply of aviation fuel at the Airport.

106. The term "aviation fuel" shall mean aviation turbine fuel and any other fuel which is a liquid at atmospheric pressure and temperatures now or hereafter used in the propulsion of aircraft capable of being transported without deterioration in quality through the Original Pipeline and Buckeye's pipeline from Linden, New Jersey to Long Island City.

107. (a) The term "Facilities" shall mean the Original Facilities, together with the Additional Facilities.

(b) The term "Original Facilities" shall mean the fuel storage tanks, pipelines and related facilities referred to in a certain Agreement of Lease between the Port of New York and New Jersey Authority ("Port Authority") and certain of The Contracting Airlines, dated as of November 1, 1972 ("Site Lease") which has been assigned to Facilities Corporation, a copy of which has been delivered to Buckeye.

(c) The term "Additional Facilities" shall mean any replacements of, and additions or extensions to, the Original Facilities of the type similar to the Original Facilities or to parts thereof.

108. The term "Fuel Storage Service Agreement" shall mean the form of agreement in effect between Allied and the Suppliers pursuant to which Allied furnishes services to the Suppliers using the Facilities therefor.

109. The term "expiration date" shall mean the expiration date of the Site Lease, but in no event later than December 31, 1997.

110. The term "operation commencement date" shall mean the first day on which the Original Facilities are first put into use dispensing aviation fuel delivered to the Airport through the Pipeline.

ARTICLE 2

Sublease of Pipeline System

201. Allied does hereby sublease the Pipeline to Buckeye, and Buckeye does hereby hire and take the Pipeline from Allied, and Allied does hereby grant Buckeye a sublicense to use the Pipeline Receiving Station which Buckeye accepts, for a term, beginning on the operation commencement date, and continuing until the day preceding the expiration date, subject to earlier termination as hereinafter provided, for $1 per year, for each year or part thereof, during the term of this Agreement.

ARTICLE 3

Operation and Maintenance

301. Buckeye shall operate the Pipeline System during the term of this Agreement, as a common carrier pipeline, in compliance with all applicable governmental rules and, in addition, shall operate the Pipeline Receiving Station in accordance with the regulations and the requirements of the Port Authority. Buckeye shall follow accepted pipeline industry techniques and procedures to provide transportation of aviation fuel from Long Island City to the Airport and protect the quality of said fuel while it is in the Pipeline System. Such operation shall include the following functions:

(a) schedule and dispatch movements of aviation fuel batches through the Pipeline System;

(b) identify and switch arriving batches at the Pipeline Receiving Station into fuel storage tanks (after Allied has "set up" the tanks) in accordance with written orders from Buckeye's dispatching department;

(c) sample and test aviation fuel batches received at Linden, New Jersey, in accordance with Buckeye's standard procedures, which shall include flash, gravity, and millipore tests, and in addition draw a five gallon composite sample which shall be retained for a period of 30 days after the receipt of a batch at Linden, and make the same available to Allied at its request;

(d) periodically calibrate the volumetric flow meter at the Pipeline Receiving Station; calculate net corrected barrels delivered and prepare a delivery ticket for each batch of aviation fuel delivered at the Airport for quantity control and accounting purposes;

(e) monitor the Pipeline System as required by Buckeye's operating procedures and generally accepted pipeline industry standards and procedures and perform all normal and emergency functions required; and

(f) provide the necessary pumping capability required to move aviation fuel through the Pipeline System.

302. Buckeye shall maintain the Pipeline System in accordance with generally accepted pipeline industry standards and procedures and all applicable governmental rules and regulations and, in addition, shall maintain the Pipeline Receiving Station in accordance with the

Port Authority regulations and requirements, all to preserve the value and utility of the Pipeline System and minimize the risk of failures. Such maintenance shall include the following functions:

(a) monitor cathodic protection system and take action to mitigate the detrimental effects of coating deterioration, equipment aging or failure, foreign structure interference, changes in stray earth currents, and other similar occurrences;

(b) maintain liaison with the New York Fire Department Bureau of Fire Prevention and other governmental bodies, file periodic reports of pressure tests and line patrol frequency and findings, conduct drills and simulated line break tests as required;

(c) patrol the Pipeline System periodically to discover encroachments on the pipeline corridor and take action to protect the Pipeline System from damage or abnormal external loads;

(d) provide Buckeye management as reasonably required for capital improvements and to negotiate Rights-of-Way Documents, design, acquire material and right-of-way for and construct added protection or relocations on the Pipeline System as required by foreign construction or development such as streets, sewers, buried cables, water or gas lines, buildings and subsurface structures, assist Facilities Corporation in obtaining, renewing and extending the Pipeline Franchise, including the preparation of all necessary documents and reports and attendance at hearings of City agencies;

(e) perform functional check on all valves in the Pipeline System periodically, repair or replace any which malfunction or show evidence of leakage, and take action to clear snow or other obstruction which interferes with access;

(f) periodically shut down and pressure test the Pipeline System to detect any small leaks and make required repairs;

(g) repair and recalibrate meter and appurtenances at the Pipeline Receiving Station as required;

(h) deliver at the Pipeline Receiving Station all required clay and filter separator cartridges when needed, such cartridges to be stored and installed by Allied as requested by Buckeye;

(i) test, repair and adjust pressure control and relief equipment at the Pipeline Receiving Station as required;

(j) test, calibrate and repair as required the leak detection and leak location instrumentation at the Pipeline Receiving Station; and

(k) perform or contract with others to perform miscellaneous maintenance such as winterizing, cleaning and housekeeping on the Pipeline System.

303. Buckeye shall furnish all equipment, labor, supervision, materials and supplies, and other requisites necessary for the performance of its obligations set forth in paragraphs 301 and 302.

304. If Buckeye shall be obligated to take action as required under 302 (a) or (c) or undertake repairs, and if the cost of taking such action or making such repair exceeds $500 per occurrence or per item, or if in any annual period the aggregate costs of all such repairs or actions, each of which is less than $500, exceed $6,000, then such matter, or the excess over $6,000, shall be deemed to be a "304 repair", subject to the provisions of this paragraph 304. All other replacements (except clay and filter separator cartridges), improvements, relocations and additions to the Pipeline System shall similarly be deemed to be 304 repairs. Buckeye shall not be required to make any 304 repair unless Allied has approved the same in writing and it or Facilities Corporation has agreed to reimburse Buckeye for the cost of the same. Buckeye shall, when authorized in writing by Facilities Corporation to do so and when Facilities Corporation has agreed fully to reimburse Buckeye for its costs thereof (except for costs assumed by Buckeye under paragraph 302 (d)), assist Facilities Corporation in obtaining, renewing and extending the Pipeline Franchise, including the preparation of all necessary documents and reports and attendance at hearings of City agencies. If Buckeye notifies Allied in writing as to the need to undertake repairs, replacements, improvements, relocations or additions to the Pipeline System, Allied agrees to authorize Buckeye in writing to do so for its account within 60 days of receiving such notification. Notwithstanding the foregoing, in the case of emergency, Buckeye shall, without prior approval, proceed with such maintenance or repair work necessary to keep the Pipeline System operating or to restore it to operating condition or to minimize damage, and if such work constitutes a 304 repair, Allied shall pay the cost of the same. Buckeye shall give Allied notice immediately of any such emergency.

Allied shall pay Buckeye for any costs incurred by Buckeye on behalf of Allied pursuant to the provisions of this paragraph 304 within

15 days of delivery to Allied of an invoice from Buckeye covering such charges.

305. Allied will test the quality of aviation fuel at the Pipeline Receiving Station. Buckeye and Allied shall agree on the procedures and methods of testing the quality of aviation fuel delivered at the Pipeline Receiving Station as well as the procedures and methods for the handling and removal of aviation fuel so delivered which does not comply with the Suppliers' specifications. Buckeye's sole responsibility for quality is to deliver at the Pipeline Receiving Station aviation fuel of the type or types and in essentially the same condition as received into its system at Linden, New Jersey, and, after filtration, uncontaminated as to purity, insofar as is possible through Buckeye's existing pipeline system from Linden, New Jersey to Long Island City, New York, using normal products pipeline equipment and procedures.

306. (a) Buckeye shall not be liable for the payment of any property, franchise, and ad valorem taxes and fees which may be assessed or charged with respect to the Pipeline System, but Buckeye shall prepare and file (or submit to Allied for filing) all reports (other than income or franchise tax returns) required by governmental authorities in connection with the operation and maintenance of the Pipeline unless otherwise directed by Allied.

(b) Allied shall pay, or cause to be paid, all annual fees or rentals, including franchise fees, necessary to maintain any and all Rights-of-Way Documents in force as the same may be required to be in force during the term of this Agreement.

ARTICLE 4

Character of Services

401. Buckeye shall (a) operate and maintain the Pipeline System, as set forth in Article 3, at a high standard, (b) conduct a safe operation, and (c) to the best of its ability provide such operation and maintenance when reasonably required by Allied.

ARTICLE 5

Charges

501. Buckeye shall make no charge to Allied for operating and maintaining the Pipeline System, or for performing its other obligations under this Agreement. Buckeye shall file and publish in its com-

mon-carrier tariffs, rates and charges for the services provided hereunder which shall be paid by the shipper of the aviation fuel to the Airport.

502. Buckeye shall maintain accurate books, records and accounts of all expenditures incurred and paid by it in performing the provisions of Article 3 on its part to be performed. Buckeye shall also maintain accurate records and accounts of all aviation fuel delivered at the Pipeline Receiving Station. Such books, records and accounts of Buckeye shall, at all reasonable times, be accessible to and open for inspection, examination and audit by Allied.

ARTICLE 6

Liens

601. At all times during the term of this Agreement, Buckeye shall protect and save harmless the Port Authority, Facilities Corporation, Allied, The City of New York and The Contracting Airlines, and each of them, from any liability for any claims of persons performing services or furnishing materials to Buckeye for use in the performance of the work under this Agreement and shall pay all such claims so as to prevent the filing of any lien or financing statement against the property of the Port Authority, Facilities Corporation, Allied, The City of New York or The Contracting Airlines, or any of them, by reason of the furnishing of any such material or the performing of any such work. In the event any mechanic's lien, other lien, or financing statement shall be filed against the property of the Port Authority, Facilities Corporation, Allied, The City of New York or The Contracting Airlines, or any of them, by reason of the failure of Buckeye to comply with any of its obligations under this Agreement, Buckeye shall at once pay such lien or liens, or satisfy such financing statement, and cause the same to be properly discharged.

ARTICLE 7

Insurance, Indemnity and Partial Condemnation

701. Buckeye shall maintain in effect at all times during the term of this Agreement the following described insurance covering Buckeye's operations and activities under this Agreement and the performance (or non-performance) of the obligations on Buckeye's part to be performed set forth in Article 3. Buckeye shall furnish Allied, within 10

days after the commencement of this Agreement, with certificates of insurance certifying that such insurance is in full force and effect and that the insurer will notify Allied 30 days prior to any cancellation or change. All insurance pursuant to this Agreement shall be placed with insurers satisfactory to Allied.

	Description	*Limit of Liability*
A.	Workmen's Compensation Employer's Liability	Statutory $100,000 per person
B.1.	Comprehensive General Liability including contractual and products hazards (not including fuel hazards or fuel quality)	
	Bodily injury and Property damage	$ 250,000 combined single limit
2.	Comprehensive Automobile Liability	
	Bodily injury and Property damage	$ 250,000 combined single limit
3.	Excess Comprehensive General Liability, single limit, bodily injury and property damage combined	$21,000,000 per occurrence

702. Buckeye hereby indemnifies and holds the Port Authority, Facilities Corporation, Allied, The City of New York and The Contracting Airlines, and each of them, harmless from and against any and all claims, liabilities, damages, losses and judgments, including costs and expenses incident thereto, which may be suffered by, accrue against, be charged to, or recoverable from the Port Authority, Facilities Corporation, Allied, The City of New York, or The Contracting Airlines, or any of them, by reason of loss of or damage to property, or by reason of injury to or death of any persons, arising out of or in any way connected with the operations or activities of Buckeye pursuant to (a) this Agreement or (b) its performance of, or omission to perform, its obligations on its part to be performed set forth in Article 3.

703. Buckeye shall, at all times during the term of this Agreement, maintain in effect

(a) insurance on the Pipeline to the extent of 100% of the replacement value thereof against such hazards and risks as may now or in the future be included under the Standard Form of Fire Insurance Policy of the State of New York and also against vandalism and malicious mischief, and damage or loss by windstorm, cyclone, tornado, hail, explosion, riot, civil commotion, aircraft, vehicles and smoke, under the Standard Form of Fire Insurance Policy of New York and the form of extended coverage endorsement prescribed as of the effective date of the said insurance by the Rating Organization having jurisdiction, and machinery hazards and risks in a separate insurance policy or policies or as an additional coverage endorsement to the aforesaid policies in the form as may now or in the future be prescribed as of the effective date of said insurance by the Rating Organization having jurisdiction or the Superintendent of Insurance of the State of New York.

(b) inland marine insurance to the extent of the full insurable value thereof on the aviation fuel contained in the Pipeline insuring against all risk of direct physical loss or damage from any external cause, except for (i) the hazards referred to in clause (a) of this paragraph 703, (ii) delay, deterioration, inherent vice and/or loss of market, (iii) mysterious or unexplained shortages disclosed by the taking of inventory, (iv) infidelity of the insureds' employees, (v) the risks of hostile or warlike action in time of peace or war, and (vi) nuclear reaction, nuclear radiation or radioactive contamination.

704. The insurance provided in paragraph 703 shall be with such companies as Allied shall reasonably approve. The proceeds of the insurance provided in subparagraph (a) of paragraph 703 shall be payable to Allied and Facilities Corporation, as their respective interests may appear, and the proceeds of the insurance provided in subparagraph (b) of paragraph 703 shall be payable to Allied and the Suppliers, as their respective interests may appear.

705. In the event of damage, destruction or loss to the Pipeline by reason of any of the hazards referred to in subparagraph (a) of paragraph 703, Allied shall make, or cause Facilities Corporation to make, available to Buckeye the net proceeds of insurance received by Allied and Facilities Corporation with respect to such damage, destruction or loss and Buckeye shall use such proceeds solely to properly repair or replace the Pipeline to the extent of such net proceeds.

706. If less than a substantial part of the Pipeline is taken in condemnation or appropriated by the federal government, the state

government, or any agency, instrumentality or political subdivision thereof, and, by reason thereof, Allied does not terminate this Agreement as provided in paragraph 803, and if Allied so instructs Buckeye, Buckeye shall repair, restore or rebuild the part of the Pipeline not so taken or appropriated to the extent of the net amount of the damages or award received by Allied or Facilities and made available to Buckeye.

ARTICLE 8

Term

801. This Agreement shall take effect on the operation commencement date and shall continue in force and effect until the day preceding the expiration date; provided, however, that Allied may terminate this Agreement at any time upon not less than 30 days' prior written notice of termination to Buckeye and that Buckeye may terminate this Agreement upon not less than 30 days' prior written notice of termination to Allied if, after the operation commencement date, the Pipeline is not used for the transportation of a minimum of 40% of the total volume of aviation fuel dispensed at the Airport into aircraft or vehicles operated by or for The Contracting Airlines within any period of 6 consecutive months.

802. If the Pipeline Franchise is terminated, this Agreement shall terminate on the date of such termination. If for any reason, Allied's lease of the Pipeline is terminated, or if Allied's license to use the Pipeline Receiving Station is terminated, then in either of such events, this Agreement shall terminate as of the date of such termination.

803. In the event that the federal government, the state government, or any agency, instrumentality or political subdivision thereof takes in condemnation or appropriates the Pipeline, or a substantial part thereof, or the Pipeline Receiving Station, or the Facilities or a material part thereof (as defined in the Site Lease) or the Public Landing Area (as defined in the Site Lease) or a material part thereof, this Agreement shall be terminated on the date of title vesting by reason of such taking or appropriation. If less than a substantial part of the Pipeline is so taken or appropriated, Allied may terminate this Agreement upon not less than 10 days' prior written notice of termination. In the event of any termination by reason of any total or partial taking or appropriation, Buckeye shall have no claim against Allied for the value of any unexpired term of the sublease or sublicense. No part of any award shall belong to Buckeye.

804. If, during the term of this Agreement, either party should be adjudged a bankrupt, or if either party should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the insolvency of either party, the other party may terminate this Agreement forthwith.

ARTICLE 9

Interruption of Services

901. Buckeye shall not be responsible for impairment or interruption of the performance of its obligations set forth in Article 3 caused by force majeure. Force majeure shall mean fire, explosion, acts of God or the public enemy, riots, storm, flood, washout, landslide, strikes, labor disputes, court orders, laws, regulations or rulings of any governmental agency or public authority (not involving a breach of Buckeye's obligations under this Agreement), inability to obtain or unusual delay in obtaining materials or any other cause beyond the control of Buckeye. In the event of such impairment or interruption, Buckeye shall use its best efforts to eliminate the cause thereof as soon as possible and, in the interim, to provide such operation and maintenance of the Pipeline System as may practicably be performed by Buckeye. If any of such operation and maintenance is impaired or interrupted for any reason whatsoever, Allied immediately may perform the same or arrange for their performance by others.

ARTICLE 10

Undertakings of Buckeye

1001. Buckeye shall maintain or cause to be maintained adequate facilities at Linden, New Jersey and Long Island City, and between such points, to enable it to deliver aviation fuel to the Pipeline Receiving Station through the Pipeline System until the expiration date, whether or not this Agreement is terminated prior to such date. Buckeye's obligations pursuant to the preceding sentence shall be subject to force majeure as defined in Article 9 for the period that Buckeye is unable, because of causes specified in such Article, to comply with that sentence.

ARTICLE 11

Miscellaneous

1101. This Agreement shall be governed by and construed in accordance with the law of the State of New York.

1102. The article headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision of this Agreement.

ARTICLE 12

Assignment, etc.

1201. Buckeye may not assign this Agreement without Allied's consent except to a corporation at least 80% of the stock of which is owned by Buckeye or to a corporation which owns directly or indirectly at least 80% of the stock of Buckeye. Allied will not unreasonably withhold its consent to an assignment of this Agreement by Buckeye to a purchaser of the facilities referred to in 1001. Allied, without the consent of Buckeye, may assign this Agreement to any person or corporation which holds a lease or license for the Pipeline System.

1202. All the terms and conditions of this Agreement shall accrue to and be binding upon the successors and assigns (subject to paragraph 1201) of the respective parties hereto.

In Witness Whereof, the parties have duly executed this Agreement.

Allied Aviation Service Company
of New York, Inc.

By D. H. McCampbell
President

Buckeye Pipe Line Company

By Donald R. Merriman
President

LaGuardia Fuel Facilities Corporation hereby consents to the sublease of the Pipeline (as defined in the foregoing Agreement) by Allied Aviation Service Company of New York, Inc. to Buckeye Pipe Line Company for the term provided for in the foregoing Agreement.

LaGuardia Fuel Facilities Corporation

By D. H. McCampbell
President

EXHIBIT D3

CONSENT TO PIPELINE OPERATING AGREEMENT

THIS AGREEMENT, made by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority"), a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States of America, having an office for the transaction of business at 111 Eighth Avenue in the Borough of Manhattan, City, County and State of New York and LAGUARDIA FUEL FACILITIES CORPORATION (hereinafter called the "Sublessor"), a corporation of the State of New York, with an office for the transaction of business at 2 Pennsylvania Plaza, New York, New York, and ALLIED AVIATION SERVICE COMPANY OF NEW YORK, INC. (hereinafter called "Allied"), a corporation organized and existing under the laws of the State of New York, with an office for the transaction of business at 2 Pennsylvania Plaza, New York, New York, and BUCKEYE PIPE LINE COMPANY, a corporation of the State of Ohio, with an office for the transaction of business at 345 Park Avenue, New York, New York (hereinafter called "Buckeye"),

WITNESSETH, That:

WHEREAS, the Port Authority leased to American Airlines, Trans World Airlines, United Air Lines, Eastern Air Lines and Delta Air Lines (hereinafter jointly, severally and collectively called the "Assignor") and the Assignor hired and took from the Port Authority certain premises at LaGuardia Airport as described in a certain agreement of lease dated as of November 1, 1972 (said agreement of lease being hereinafter called the "Lease"), and

WHEREAS, the Assignor has assigned its entire interest as lessee under the Lease to the Sublessor with the consent of the Port Authority pursuant to the Assignment of Lease, with Assumption and Consent dated as of November 15 1972, among the Port Authority, the Assignor and the Sublessor (said instrument being hereinafter called the "Assignment"), and

WHEREAS, pursuant to the provisions of the Assignment and the Lease, the Sublessor and the Sublessee (consisting of the Assignor, eight other Airlines and Shell Oil Company, herein jointly, severally and collectively called "the Sublessee"), are about to enter into a

Facilities Lease and Agreement dated as of November 15, 1972 (hereinafter called the "Facilities Agreement") which the Port Authority will have consented to in a Consent to Facilities Agreement dated as of November 15, 1972, among the Port Authority, the Sublessor, the Sublessee and Allied, to whom certain rights are granted in the Facilities Agreement, and,

WHEREAS, Allied and Buckeye, with the consent of the Sublessor, are about to enter into a Pipeline Operating Agreement dated as of November 15, 1972, a copy of which is attached hereto, made a part hereof and hereinafter called "the Pipeline Operating Agreement", and

WHEREAS, certain rights are granted in the Pipeline Operating Agreement with respect to the premises and facilities under the Lease, including but not limited to the Pipeline Receiving Station, all of the foregoing being hereinafter called "the Lease rights", and

WHEREAS, the prior written consent of the Port Authority to the Pipeline Operating Agreement to the extent it covers the Lease rights is required;

NOW THEREFORE, in consideration of the covenants and mutual agreements of all the parties hereto, it is hereby agreed by the parties, effective from and after November 15, 1972, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Pipeline Operating Agreement.

2. Neither this Consent to Pipeline Operating Agreement nor anything herein nor the consent granted hereunder shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, variation or change in the rights, powers and privileges granted to the lessee under the Lease or to any of the parties under the Assignment nor shall they impair or affect any of the duties, liabilities and obligations imposed on the lessee under the Lease or on any of the parties under the Assignment. The terms, provisions, covenants, conditions and agreements of the Lease and the Assignment shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Pipeline Operating

Agreement including without limitation thereto any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent to Pipeline Operating Agreement or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion as to granting any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provision of the Pipeline Operating Agreement to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Lease and the Assignment shall in all respects be controlling, effective and determinative.

No provision of the Pipeline Operating Agreement including but not limited to those imposing obligations on Buckeye or Allied with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Pipeline Operating Agreement covering future actions which may be undertaken by Buckeye or Allied, including but not limited to those covering construction on the premises or the Airport, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. Reference in this paragraph to specific matters and provisions as contained in the Pipeline Operating Agreement shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to granting or withholding approvals or consents as to other matters and provisions in the Pipeline Operating Agreement which are not specifically referred to herein.

3. The granting of this consent by the Port Authority shall not be or be deemed to operate as a waiver of consent to any subsequent subleasing (including but not limited to any by the Sublessor, Buckeye or Allied) or assignment of the Lease, the Facilities Agreement, the Pipeline Operating Agreement or of any rights under any of them, whether in whole or in part.

4. The Pipeline Operating Agreement shall in any event terminate, without notice to Buckeye, on the day preceding the date of expiration or earlier termination of the Lease, or on such earlier date as Allied and Buckeye may agree upon.

5. The Pipeline Operating Agreement with respect to the Lease rights shall not be changed, modified, discharged or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

6. Buckeye and Allied in their operations under or in connection with the Pipeline Operating Agreement and in their occupancy of the premises, agree to assume, observe, be bound by and comply with all the terms, provisions, covenants and conditions of the Lease pertaining to their respective operations.

7. Without in any wise affecting the obligations of the Sublessor under the Lease and under the Consent to Facilities Agreement, Buckeye and Allied agree with respect to their acts and omissions to indemnify the Port Authority; and Allied agrees to make repairs and replacements as if it were the lessee under the Lease. However, all acts and omissions of Buckeye and Allied shall be deemed to be acts and omissions of the lessee under the Lease and the Sublessor shall also be severally responsible therefor, including but not limited to the obligations of indemnification and repair.

8. References herein to Buckeye and Allied shall mean and include Buckeye and Allied and their officers, agents, employees and also others on the premises or the Airport with the consent of Buckeye or Allied.

9. This Consent to Pipeline Operating Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. No Commissioner, director, officer, stockholder, agent or employee of any party to this Consent to Pipeline Operating Agreement shall be charged personally or held contractually liable by or to any other party under any term or provision of this Consent to Pipe-

line Operating Agreement or of any supplement, modification or amendment to this Consent to Pipeline Operating Agreement, or because of any breach thereof, or because of its or their execution or attempted execution.

IN WITNESS WHEREOF, the Port Authority, the Sublessor, Buckeye and Allied have executed these presents, as of this 15th day of November, 1972.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By C. B. PATTARINI
Deputy Director of Aviation

ATTEST:

DORIS E. LANDRE
Secretary

Sublessor:
LAGUARDIA FUEL FACILITIES CORPORATION

By D. H. MCCAMPBELL
President

ATTEST:

J. N. BUZANGA
Secretary

ALLIED AVIATION SERVICE COMPANY OF NEW YORK, INC.

By D. H. MCCAMPBELL
President

ATTEST:

J. N. BUZANGA
Ass't Secretary

BUCKEYE PIPE LINE COMPANY

By DONALD R. MERRIMAN
President

ATTEST:

KENNETH ROBERTS
Ass't Secretary

FIRST AMENDMENT

To

FACILITIES LEASE AND AGREEMENT

First Amendment to Facilities Lease and Agreement

FIRST AMENDMENT, dated as of March 1, 1973, to Agreement, dated as of November 15, 1972, by and among LaGuardia Fuel Facilities Corporation ("Facilities Corporation"), Allied Aviation Service Company of New York, Inc. ("Allied"), and American Air-Lines, Inc., Delta Air Lines, Inc., Eastern Air Lines, Inc., Trans World Airlines, Inc., United Air Lines, Inc., Allegheny Airlines, Inc., Braniff Airways, Incorporated, National Airlines, Inc., North Central Airlines, Inc., Northwest Airlines, Inc., Ozark Air Lines, Inc., Piedmont Aviation, Inc., Southern Airways, Inc., and Shell Oil Company ("The Contracting Airlines"), which Agreement, dated as of November 15, 1972, is called "Facilities Agreement".

Whereas:

A. The Pipeline Franchise was granted pursuant to resolution adopted by the Board of Estimate on January 26, 1973, but all the approvals required thereunder in order to proceed with the Pipeline Construction Contract have not yet been obtained.

B. Notwithstanding the foregoing, The Contracting Airlines desire that Facilities Corporation proceed as soon as practicable with the construction and installation of Phase 1 of the Fuel Storage Construction Contract, consisting of three fuel storage tanks and related facilities, including barge unloading facilities ("Phase 1").

C. The parties desire to amend the Facilities Agreement, as provided in this First Amendment.

It Is Agreed:

1. Facilities Corporation is authorized to enter into contracts (estimated with contingencies and engineering fees to cost $2,763,000) and perform all work necessary for the construction and installation of Phase 1, pursuant to plans and specifications therefor, copies of which have been initialed by a representative of American. Facilities Corporation shall use its best efforts to cause the construction of Phase 1 to be completed as soon as practicable.

2. Notwithstanding paragraphs 5 and 6 of the recitals to the Facilities Agreement, Facilities Corporation shall not enter into the Pipeline Construction Contract referred to in recital paragraph 5, and

shall not lease the Pipeline to Allied, nor shall Allied enter into the Pipeline Operating Agreement referred to in recital paragraph 6, unless, prior to October 1, 1973, all the approvals required under the Pipeline Franchise in order to proceed with the Pipeline Construction Contract have been obtained.

3. If, prior to October 1, 1973, all the approvals required under the Pipeline Franchise in order to proceed with the Pipeline Construction Contract have been obtained, promptly thereafter (a) Facilities Corporation shall enter into contracts and perform all work necessary for the construction and installation of the balance of the entire Original Facilities, (b) enter into contracts (including the Pipeline Construction Contract), and perform all work necessary for the construction and installation of the Original Pipeline; and Facilities Corporation shall use its best efforts to cause the construction of the balance of the entire Original Facilities and of the Original Pipeline to be completed as soon as practicable, and (c) Facilities Corporation will lease the Pipeline to Allied as contemplated in paragraph 303 of the Facilities Agreement and Allied shall enter into the Pipeline Operating Agreement referred to in recital paragraph 6.

4. If, prior to October 1, 1973, all the approvals required under the Pipeline Franchise in order to proceed with the Pipeline Construction Contract have not been obtained, Facilities Corporation shall, in accordance with the written instructions of all The Contracting Airlines received by it prior to that date, either (a) not proceed with any further construction of the Original Facilities beyond the completion of Phase 1, or (b) enter into contracts and perform all work necessary for the construction and installation of the balance of the entire Original Facilities in accordance with the Fuel Storage Construction Contract, or (c) enter into contracts and perform all work necessary for the construction of the balance of the entire Original Facilities, as modified, in such manner as shall be approved by The Contracting Airlines, provided that all The Contracting Airlines, Facilities Corporation and Allied shall have entered into a further amendment of this Facilities Agreement authorizing Facilities Corporation to enter into such contracts and perform such work. In any of the foregoing events, the term "Original Facilities", as used in the Facilities Agreement, shall mean and be deemed to mean the fuel storage tanks, pipelines and related facilities constructed and to be constructed pursuant to paragraph 1 and this paragraph 4 of this First Amendment.

5. If, prior to October 1, 1973, all the approvals required under the Pipeline Franchise in order to proceed with the Pipeline Construction Contract have not been obtained, then:

(a) Facilities Corporation shall not enter into the Pipeline Construction Contract or lease the Pipeline to Allied, and Allied shall not enter into the Pipeline Operating Agreement, and

(b) the Facilities Agreement and the Exhibits thereto shall be and be deemed amended to delete therefrom all references to the "Pipeline", "Pipeline Construction Contract", "Pipeline Operating Agreement", "Original Pipeline", "Pipeline Additions", "Pipeline Franchise", "Pipeline Operator", "Cost of the Original Pipeline", "Cost of the Pipeline Addition", "Original Pipeline and Additional Pipeline amortization balance", "Original Pipeline amortization balance", "Additional Pipeline amortization balance", "Pipeline Lease term", "Pipeline Receiving Station", "pipeline verification period", "Rights-of-Way Documents", and all references to the payments provided for in paragraph 305 of the Facilities Agreement, and

(c) the Facilities Agreement and the exhibits thereto shall be and be deemed amended in such other respects and shall be construed so as to give effect to the intent of the parties hereto that the Pipeline shall not be built and the terms of the Facilities Agreement and the exhibits thereto shall be applicable only to the construction and operation of Phase 1, the Original Facilities or the modified Original Facilities, as the case may be, and

(d) if, pursuant to paragraph 4 of this First Amendment, Facilities Corporation shall not proceed with any further construction of the Original Facilities beyond the completion of Phase 1, the amount to be paid by The Contracting Airlines to Facilities Corporation during the verification period pursuant to subparagraph (b) of paragraph 304 shall be $29,417 per month in lieu of the amount of $61,753 per month set forth in the Facilities Agreement, and there shall be substituted in lieu of $7,115,908, estimated to be the amount which will be set forth in the Certificate of Established Cost of the Original Facilities stated in said subparagraph (b), the amount of $3,389,753.

6. Clause (ii) of paragraph 113 of the Facilities Agreement is amended to read: "(ii) June 30, 1975."

7. A new paragraph, numbered paragraph 1007, shall be added to the Facilities Agreement, reading as follows:

> "1007. Neither Facilities Corporation nor Allied shall be responsible for impairment or interruption of service or the performance of its obligations under this Agreement caused by or due to weather, fire, earthquake, flood, windstorm, power shortages, labor disputes, war (whether declared or undeclared), riot, rebellion, embargoes, delays, losses or damages in transportation, shortages of labor or material, court orders, regulations or rulings of any governmental agency now existing or hereafter in effect (not involving a breach of the obligation of Facilities Corporation or Allied, as the case may be, under this Facilities Agreement), acts of God, or any other cause beyond the control of Facilities Corporation or Allied, whether or not of the nature or character hereinbefore specifically enumerated, but nevertheless in the event of such impairment or interruption, Facilities Corporation or Allied, as the case may be, shall use its best efforts to eliminate the cause thereof as soon as possible and in the interim to provide such services or perform such obligations as may practicably be performed by it."

8. Except as hereby specifically amended, the Facilities Agreement shall remain in full force and effect.

In Witness Whereof, the parties hereto have caused this First Amendment to be duly executed.

LaGuardia Fuel Facilities Corporation

By D. H. McCampbell
President
(Corporate Seal)

Attest:

J. N. Buzanga
Secretary

ALLIED AVIATION SERVICE COMPANY
OF NEW YORK, INC.

By D. H. McCAMPBELL
President
(Corporate Seal)

Attest:

J. N. BUZANGA
Ass't Secretary

AMERICAN AIRLINES, INC.

By O. W. HULLET
Vice President
(Corporate Seal)

Attest:

J. T. SLAVIN
Ass't Secretary

DELTA AIR LINES, INC.

By H. T. FINCHER
Senior Vice President
Operations
(Corporate Seal)

Attest:

IKE LASSETER
Assistant Secretary

EASTERN AIR LINES, INC.

By G. W. McCARTER
Vice President
Properties
(Corporate Seal)

Attest:

E. E. HAHN
Assistant Controller and
Assistant Secretary

TRANS WORLD AIRLINES, INC.

By A. E. JORDAN
Vice President
(Corporate Seal)

Attest:

D. C. LOGAN
Secretary

UNITED AIR LINES, INC.

By BEXFORD E. BRUNO
Senior Vice President —
Finance
(Corporate Seal)

R. H. CARTER
Assistant Secretary

ALLEGHENY AIRLINES, INC.

By L. THOMAS FERGUSON
Executive Vice President
(Corporate Seal)

Attest:

MARY S. MORRIS
Ass't Secretary

BRANIFF AIRWAYS, INCORPORATED

By HORACE BOLDING
Vice President
(Corporate Seal)

Attest:

JAY M. JACKSON
Secretary

NATIONAL AIRLINES, INC.

By G. R. WOODY
Executive Vice-President
(Corporate Seal)

Attest:

J. M. LINDSEY
Secretary

NORTH CENTRAL AIRLINES, INC.

By BERNARD SWEET
President
(Corporate Seal)

Attest:

JOHN P. DOW
Vice President & Secretary

NORTHWEST AIRLINES, INC.

By R. W. CHAMBERS
Vice President — Properties
(Corporate Seal)

Attest:

J. A. ABBOTT
Vice President — Legal

OZARK AIR LINES, INC.

By A. J. ROSE
V.P. Finance & Treas.
(Corporate Seal)

Attest:

VYONNE OVERHOLSER
Secretary

PIEDMONT AVIATION, INC.

By H. K. SAUNDERS
Senior Vice President
(Corporate Seal)

Attest:

T. W. MORTON
Secretary

SOUTHERN AIRWAYS, INC.

By J. R. PRICE
Ass't V.P. — Contracts & Properties
(Corporate Seal)

Attest:

J. K. COURTENAY
Secretary

SHELL OIL COMPANY

By E. F. LOVELAND
Vice President
(Corporate Seal)

Attest:

C. M. WRIGHT
Assistant Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

On the 26th day of March, 1973, before me personally came DONALD H. McCAMPBELL, to me known, who, being by me duly sworn, did depose and say that he resides at

; that he is the President of LaGuardia Fuel Facilities Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

ANNA F. McKIERNAN

ANNA F. McKIERNAN
Notary Public, State of New York
No. 03-7853465 Qual. in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

On the 26th day of March, 1973, before me personally came DONALD H. McCAMPBELL, to me known, who, being by me duly sworn, did depose and say that he resides at

; that he is the President of Allied Aviation Service Company of New York, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

ANNA F. McKIERNAN

ANNA F. McKIERNAN
Notary Public, State of New York
No. 03-7853465 Qual. in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 12th day of March, 1973, before me personally came O. W. HULLET to me known, who, being by me duly sworn, did depose and say that he resides at
that he is the Vice President of American Airlines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

GALE KAY WALL

GALE KAY WALL
NOTARY PUBLIC, State of New York
No. 31-9509200
Qualified in New York County
Commission Expires March 30, 1973

STATE OF GEORGIA }
COUNTY OF FULTON } ss.:

On the 22nd day of March, 1973, before me personally came H. T. FINCHER to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Sr. Vice President of Delta Air Lines, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

JUANITA S. NISBET

Notary Public, Georgia, State at Large
My Commission Expires Feb. 25, 1975

STATE OF FLORIDA }
COUNTY OF DADE } ss.:

On the 22nd day of March, 1973, before me personally came G. W. McCARTER to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Vice President of Eastern Airlines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

ARTHUR D. MEYER

Notary Public, State of Florida at Large
My Commission Expires Aug. 2, 1976
Bonded Thru Maynard Bonding Agency

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 21st day of March, 1973, before me personally came A. E. JORDAN to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Vice-President of Trans World Airlines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

MARY SUSAN AGNEW

MARY SUSAN AGNEW
Notary Public, State of New York
No. 31-5028578
Qualified in New York County
Commission Expires March 30, 1974

STATE OF ILLINOIS
COUNTY OF COOK } ss.:

On the 22nd day of March, 1973, before me personally came REXFORD E. BRUNO to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Sr. Vice President of United Air Lines, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

CHARLES W. JOHNSON
My Commission Expires July 22, 1973

STATE OF VIRGINIA
COUNTY OF AT LARGE } ss.:

On the 16th day of March, 1973, before me personally came L. THOMAS FERGUSON to me known, who, being by me duly sworn, did depose and say that he resides at
; that he is the Ex. Vice President of Allegheny, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

JERRY L. DEPOY
(notarial seal)

STATE OF TEXAS
COUNTY OF DALLAS } ss.:

On the 13th day of March, 1973, before me personally came HORACE BOLDING to me known, who, being by me duly sworn, did depose and say that he resides at
that he is the Vice President of Braniff Airways, Incorporated, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

MERCEDES REUTER
Notary Public
Dallas County, Texas

STATE OF FLORIDA
COUNTY OF DADE } ss.:

On the 22nd day of March, 1973, before me personally came G. R. WOODY to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Exec. Vice President of National Airlines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

SHIRLEY J. TIGAR

Notary Public State of Florida At Large
My Commission Expires February 5, 1977
Bonded Thru General Insurance
Underwriters

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } ss.:

On the 16th day of March, 1973, before me personally came BERNARD SWEET to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the President of North Central Airlines, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

BARBARA WELDY

BARBARA WELDY
Notary Public, Hennepin County, Minn.
My Commission Expires April 29, 1977.

STATE OF MINN. }
COUNTY OF DAKOTA } ss.:

On the 14th day of March, 1973, before me personally came R. W. CHAMBERS to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Vice President of Northwest Airlines, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

JANYCE R. STE. MARIE

JANYCE R. STE. MARIE
Notary Public, Dakota County, Minn.
My Commission Expires May 23, 1974.

STATE OF MISSOURI
COUNTY OF ST. LOUIS } ss.:

On the 22nd day of March, 1973, before me personally came A. J. ROSE to me known, who, being by me duly sworn, did depose and say that he resides at that he is the Vice President of Ozark Air Lines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

FRANCIS J. MULDOWNEY

My Commission Expires July 5, 1974

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH } ss.:

On the 6th day of March, 1973, before me personally came H. K. SAUNDERS to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Senior Vice President of PIEDMONT AVIATION, Inc. one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

NEDRA R. VAN ZEE,

Notary of Forsyth County
My Commission Expires October 14, 1976

STATE OF GEORGIA
COUNTY OF FULTON } ss.:

On the 21st day of March, 1973, before me personally came J. R. PRICE to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Assistant Vice President of Southern Airways, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

SUSAN P. DIAL
(notarial seal)

STATE OF TEXAS
COUNTY OF HARRIS } ss.:

On the 21st day of March, 1973, before me personally came E. F. LOVELAND to me known, who, being by me duly sworn, did depose and say that he resides at
that he is the Vice President of Shell Oil Company, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

M. J. MCPHAIL

M. J. McPHAIL
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

FIRST AMENDMENT

To

CONSENT TO FACILITIES AGREEMENT

First Amendment to Consent to Facilities Agreement

FIRST AMENDMENT, dated as of March 1, 1973, to Consent to Facilities Agreement, dated as of November 15, 1972, made by and among The Port Authority of New York and New Jersey (hereinafter called the "Port Authority"), LaGuardia Fuel Facilities Corporation (hereinafter called the "Sublessor"), Allied Aviation Service Company of New York, Inc. (hereinafter called "Allied"), and American Airlines, Inc., Trans World Airlines, Inc., Eastern Air Lines Inc., United Air Lines, Inc., Delta Air Lines, Inc., Shell Oil Company, Allegheny Airlines, Inc., Braniff Airways, Incorporated, National Airlines, Inc., North Central Airlines, Inc., Northwest Airlines, Inc., Ozark Air Lines, Inc., Piedmont Aviation, Inc., and Southern Airways, Inc., (hereinafter collectively called "the Sublessee"),

Witnesseth, That:

Whereas, the Port Authority leased to American Airlines, Trans World Airlines, United Air Lines, Eastern Air Lines and Delta Air Lines (hereinafter jointly, severally and collectively called the "Assignor") and the Assignor hired and took from the Port Authority certain premises at LaGuardia Airport as described in a certain agreement of lease dated as of November 1, 1972 (said agreement of lease being hereinafter called the "Lease"), and

Whereas, the Assignor has assigned its entire interest as lessee under the Lease to the Sublessor with the consent of the Port Authority pursuant to the Assignment of Lease with Assumption and Consent dated as of November 15, 1972, among the Port Authority, the Assignor and the Sublessor (said instrument being hereinafter called the "Assignment"), and

Whereas, pursuant to the provisions of the Assignment and the Lease, the Sublessor and the Sublessee have entered into a Facilities Lease and Agreement dated as of November 15, 1972, a copy of which is attached hereto, made a part hereof and hereinafter called the "Facilities Agreement", and

Whereas, the Port Authority consented to the Facilities Agreement under a Consent to Facilities Agreement entered into among the

Port Authority, the Sublessor, Allied and the Sublessee, dated as of November 15, 1972 and herein called "the Consent to Facilities Agreement"; and

WHEREAS, the Sublessor, Allied and the Sublessee have entered into or are about to enter into a First Amendment to the Facilities Agreement dated as of March 1, 1973, a copy of which is attached hereto, made a part hereof and hereinafter called the First Amendment to Facilities Agreement; and

WHEREAS, the prior written consent of the Port Authority to the First Amendment to the Facilities Agreement is required;

NOW, THEREFORE, in consideration of the covenants and mutual agreements of all the parteis hereto, it is hereby agreed as follows:

1. On all the terms and conditions of the Consent to Facilities Agreement, the Port Authority hereby consents to the First Amendment to the Facilities Agreement. Whenever reference is made in the Facilities Agreement, it shall be deemed to mean the Facilities Agreement as amended by the First Amendment to the Facilities Agreement.

2. Except as expressly modified by this First Amendment, the Consent to Facilities Agreement is hereby ratified and confirmed in all respects as a binding agreement among the Sublessor, Allied, the Sublessee and the Port Authority and all the terms, provisions, covenants and conditions of the Consent to Facilities Agreement shall continue in full force and effect.

3. This First Amendment to the Consent to Facilities Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. No Commissioner, director, officer, stockholder, agent or employee of any party to this First Amendment to Consent to Facilities Agreement shall be charged personally or held contractually liable by or to any other party under any term or provision of this First Amendment to Consent to Facilities Agreement or of any supplement, modifi-

cation or amendment to this First Amendment to Consent to Facilities Agreement, or because of any breach thereof, or because of its or their execution or attempted execution.

IN WITNESS WHEREOF, the Port Authority, the Sublessor, the Sublessee and Allied have executed these presents, as of the date first hereinabove set forth.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Attest:

DORIS E. LANDRE
Secretary

By C. B. PATTARINI
Deputy Director of Aviation
(Seal)

Sublessor:

LAGUARDIA FUEL FACILITIES CORPORATION

Attest:

J. N. BUZANGA
Secretary

By D. H. MCCAMPBELL
President
(Corporate Seal)

ALLIED AVIATION SERVICE COMPANY OF NEW YORK, INC.

Attest:

J. N. BUZANGA
Ass't Secretary

By D. H. MCCAMPBELL
President
(Corporate Seal)

Sublessee:

AMERICAN AIRLINES, INC.

Attest:

J. T. SLAVIN
Ass't Secretary

By O. W. HULLET
Vice President
(Corporate Seal)

TRANS WORLD AIRLINES, INC.

Attest:

D. C. LOGAN
Secretary

By A. E. JORDAN
Vice President
(Corporate Seal)

EASTERN AIR LINES, INC.

Attest:

E. E. HAHN
Assistant Controller and Assistant Secretary

By G. W. MCCARTER
Vice President Properties
(Corporate Seal)

UNITED AIR LINES, INC.

Attest:

R. H. CARTER
Assistant Secretary

By REXFORD E. BRUNO
Senior Vice President — Finance
(Corporate Seal)

DELTA AIR LINES, INC.

Attest:

IKE LASSETER
Assistant Secretary

By H. T. FINCHER
Senior Vice President — Operations
(Corporate Seal)

ALLEGHENY AIRLINES, INC.

Attest:

MARY S. MORRIS
Ass't. Secretary

By L. THOMAS FERGUSON
Executive Vice President
(Corporate Seal)

BRANIFF AIRWAYS, INCORPORATED

Attest:

JAY M. JACKSON
Secretary

By HORACE BOLDING
Vice President
(Corporate Seal)

NATIONAL AIRLINES, INC.

Attest:

J. M. LINDSEY
Secretary

By G. R. WOODY
Executive Vice-President
(Corporate Seal)

NORTH CENTRAL AIRLINES, INC.

Attest:

JOHN P. DOW
Vice President & Secretary

By BERNARD SWEET
President

(Corporate Seal)

NORTHWEST AIRLINES, INC.

Attest:

J. A. ABBOTT
Vice President — Legal

By R. W. CHAMBERS
Vice President — Properties

(Corporate Seal)

OZARK AIR LINES, INC.

Attest:

VYONNE OVERHOLSER
Ass't Secretary

By A. J. ROSE
V. P. Finance & Treas.

(Corporate Seal)

PIEDMONT AVIATION, INC.

Attest:

T. W. MORTON
Secretary

By H. K. SAUNDERS
Senior Vice President

(Corporate Seal)

SOUTHERN AIRWAYS, INC.

Attest:

J. K. COURTENAY
Secretary

By J. R. PRICE
Ass't V. P.
Contracts & Properties
(Corporate Seal)

SHELL OIL COMPANY

Attest:

C. M. WRIGHT
Assistant Secretary

By E. F. LOVELAND
Vice President
(Corporate Seal)

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 27th day of March, 1973, before me personally came CAESAR B. PATTARINI to me known, who, being by me duly sworn, did depose and say that he resides at
that he is the Deputy Director of Aviation of The Port Authority of New York and New Jersey, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

ANNA F. MCKIERNAN

ANNA F. McKIERNAN
Notary Public, State of New York
No. 03-7853465 Qual. in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 26th day of March, 1973, before me personally came DONALD H. MCCAMPBELL, to me known, who, being by me duly sworn, did depose and say that he resides at
that he is the President of LaGuardia Fuel Facilities Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

ANNA F. MCKIERNAN

ANNA F. McKIERNAN
Notary Public, State of New York
No. 03-7853465 Qual. in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

On the 26th day of March, 1973, before me personally came DONALD H. MCCAMPBELL, to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the President of Allied Aviation Service Company of New York, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

ANNA F. MCKIERNAN

ANNA F. McKIERNAN
Notary Public, State of New York
No. 03-7853465 Qual. in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On the 12th day of March, 1973, before me personally came O. W. HULLET to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Vice President of American Airlines Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

GALE KAY WALL

GALE KAY WALL
NOTARY PUBLIC, State of New York
No. 31-9509200
Qualified in New York County
Commission Expires March 30, 1973

STATE OF GEORGIA }
COUNTY OF FULTON } ss.

On the 22nd day of March, 1973, before me personally came H. T. FINCHER to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Sr. Vice President of Delta Air Lines, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

JUANITA S. NISBET

Notary Public Georgia State at Large
My Commission Expires Feb. 25, 1975

STATE OF FLORIDA }
COUNTY OF DADE } ss.

On the 22nd day of March, 1973, before me personally came G. W. MCCARTER to me known, who, being by me duly sworn, did depose and say that he resides at , ; that he is the Vice President of Eastern Air Lines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

ARTHUR D. MEYER

Notary Public, State of Florida at Large
My Commission Expires Aug. 2, 1976
Bonded Thru Maynard Bonding Agency

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On the 21st day of March, 1973, before me personally came A. E. JORDAN to me known, who, being by me duly sworn, did depose and say that he resides at

; that he is the Vice-President of Trans World Airlines, Inc.; one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

MARY SUSAN AGNEW

MARY SUSAN AGNEW
Notary Public, State of New York
No. 31-5028578
Qualified in New York County
Commission Expires March 30, 1974

STATE OF ILLINOIS
COUNTY OF COOK } ss.

On the 22nd day of March, 1973, before me personally came REXFORD E. BRUNO to me known, who, being by me duly sworn, did depose and say that he resides at that he is the Sr. Vice President of United Air Lines, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

CHARLES W. JOHNSON

My Commission Expires July 22, 1973

STATE OF VIRGINIA
COUNTY OF AT LARGE } ss.

On the 16th day of March, 1973, before me personally came L. THOMAS FERGUSON to me known, who, being by me duly sworn, did depose and say that he resides at

; that he is the Ex. Vice President of Allegheny, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

JERRY L. DEPOY

(notarial seal)

STATE OF TEXAS
COUNTY OF DALLAS } ss.

On the 15th day of March, 1973, before me personally came HORACE BOLDING to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Vice President of Braniff Airways, Incorporated, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

MERCEDES REUTER

Notary Public
Dallas County, Texas

STATE OF FLORIDA }
COUNTY OF DADE } ss.

On the 22nd day of March, 1973, before me personally came G. R. WOODY to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Exec. Vice President of National Airlines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

SHIRLEY J. TIGAR

Notary Public State of Florida At Large
My Commission Expires February 5, 1977
Bonded Thru General Insurance
Underwriters

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } ss.

On the 16th day of March, 1973, before me personally came BERNARD SWEET to me known, who, being by me duly sworn, did depose and say that he resides at that he is the President of North Central Airlines, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

BARBARA WELDY

BARBARA WELDY
Notary Public, Hennepin County, Minn.
My Commission Expires April 29, 1977.

STATE OF MINNESOTA }
COUNTY OF DAKOTA } ss.

On the 14th day of March, 1973, before me personally came R. W. CHAMBERS to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Vice President of Northwest Airlines, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

JANYCE R. STE. MARIE

JANYCE R. STE. MARIE
Notary Public, Dakota County, Minn.
My Commission Expires May 23, 1974.

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } ss.

On the 22nd day of March, 1973, before me personally came A. J. ROSE to me known, who, being by me duly sworn, did depose and say that he resides at that he is the Vice President of Ozark Airlines, Inc., one of the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

FRANCIS J. MULDOWNEY

My Commission Expires July 5, 1974

STATE OF NORTH CAROLINA }
COUNTY OF FORSYTH } ss.

On the 6th day of March, 1973, before me personally came H. K. SAUNDERS to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Sr. Vice President of Piedmont Aviation, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

NEDRA R. VAN ZEE
Notary of Forsyth County
My Commission Expires October 14, 1976

STATE OF GEORGIA }
COUNTY OF FULTON } ss.

On the 21st day of March, 1973, before me personally came J. R. PRICE to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Asst. Vice President of Southern Airways, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

SUSAN P. DIAB
(notarial seal)

STATE OF TEXAS
COUNTY OF HARRIS } ss.

On the 21st day of March, 1973, before me personally came E. F. LOVELAND to me known, who, being by me duly sworn, did depose and say that he resides at
that he is the Vice President of Shell Oil Company, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corpoate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

M. J. McPHAIL

M. J. McPHAIL
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

Exhibit C-1 to Second Amendment to
Facilities Lease and Agreement

CONTRACTING AND NON-CONTRACTING
PARTICIPANT FORM
(December 18, 1998)

FUEL STORAGE SERVICE AGREEMENT

Agreement made as of August 1, 1995 between OGDEN AVIATION SERVICE COMPANY OF NEW YORK, INC., a New York corporation, with an office at Two Pennsylvania Plaza, New York, New York 10121 ("Ogden"), and SIGNATURE FLIGHT SUPPORT CORP. , a DELAWARE corporation, with an office at SIGNATURE PLAZA, 201 South Orange Ave., ("Airline") Suite 1100, Orlando, Florida 32801.

W I T N E S S E T H:

WHEREAS:

1. The Port Authority of New York and New Jersey ("Port Authority") pursuant to an agreement of lease made as of November 1, 1972 as supplemented by a First Supplemental Agreement made as of July 31, 1995 (which, as the same may be amended, is referred to herein as the "Site Lease") has leased certain premises ("demised premises") at LaGuardia Airport, New York ("Airport") to certain air carriers (the "Lessee Airlines") engaged in scheduled air transportation of passengers at the Airport.

2. The Lessee Airlines have assigned the Site Lease to LaGuardia Fuel Facilities Corporation ("Facilities Corporation") pursuant to an Assignment of Lease with Assumption and Consent dated as of November 15, 1972, as supplemented by the First Supplemental Agreement made as of July 31, 1995 and referred to in paragraph 1 above.

3. Facilities Corporation, Ogden and certain other parties, including the Airline, if it is a Contracting Participant, and the Lessee Airlines are party to a Facilities Lease and Agreement dated as of November 15, 1972 and to a First and Second Amendment thereto dated March 1, 1973 and August 1, 1995, respectively, pursuant to which, among other things, Facilities Corporation has subleased the demised premises to the Contracting Airlines referred to therein, and has agreed to perform certain of the obligations of the Lessee under the Site Lease. The facilities installed on the demised premises for the receipt, storage and dispensing of aviation fuel, as the same may be added to or extended, are herein called the "Facilities." The Facilities Lease and Agreement dated as of November 15, 1972 as amended by the First and Second Amendments thereto, and as may be hereafter amended, is herein called the "Facilities Agreement."

4. Pursuant to the Facilities Agreement, Ogden has agreed to perform all the obligations on the part of the Lessee to be performed under the Site Lease (other than those with respect to constructing the Facilities, paying rentals and obtaining and maintaining fire and extended coverage insurance on the Facilities, which obligations Facilities Corporation has agreed to perform).

5. The Airline desires to enter into this Agreement with Ogden for the performance of services with respect to the receipt, storage and dispensing from storage of the Airline's aviation fuel at the Airport and Ogden desires to furnish such services to the Airline on the terms and provisions hereof.

IT IS AGREED:

ARTICLE 1

Definitions

The following terms shall have the respective meanings given below when used in this Agreement, unless the context clearly indicates a different meaning:

101. The term "aviation fuel" shall mean aviation turbine fuel meeting ASTM Specification D-1655, latest revision, and any other fuel now or hereafter used in the propulsion of aircraft.

102. The term "Ogden's total operating cost" shall mean the sum of the following items of cost incurred by Ogden in performing services under this Agreement for all Participants (as defined in paragraph 104), including any such item incurred by Ogden prior to or accrued by Ogden at, but paid by Ogden after, the termination of this Agreement:

(a) on-the-job payroll cost (including the payroll cost of on-the-site supervisory staff), including, but not limited to, paid holidays, vacations and paid sick leave, but not including bonus and severance pay for any employee or the payroll cost of employees of Ogden located at its home office;

(b) employer contribution cost, in relation to employees carried on the on-the-job payroll mentioned in the foregoing clause (a) including, but not limited to, social security, unemployment insurance, benefits for medical and hospital care, disability, death, termination (excluding severance pay benefits),

retirement or pensions, or insurance or annuity contracts to provide any of the foregoing, and all payments, other than those referred to in the foregoing clause (a) required under any collective bargaining agreement to which Ogden is a party, or under any state or federal law or any regulation promulgated thereunder;

(c) cost or premiums for workers' compensation and the cost of premiums for bonding employees;

(d) cost of premiums for insurance obtained pursuant to the provisions of Article 13 and pursuant to the Site Lease (other than fire and extended coverage insurance on the Facilities):

(e) the cost of materials, including fuel, parts, tools, supplies, printed forms, water, electricity and other utilities and all other direct material costs incurred in operating, maintaining and repairing the Facilities and in performing services under this Agreement, cost of tests to determine quality or quantity of aviation fuel, cost of employees' uniforms or other work apparel and the cost of cleaning the same, cost of appliances for physical protection of employees, cost of security checks, and cost of physical examination of employees;

(f) all other expenses properly chargeable to direct operating cost, including, but not limited to, the amounts payable by Ogden for the lease or rental of equipment or facilities, reasonable legal and arbitration expenses, printing, cost of subcontracting any work, permits, licenses, fees and local property, business, sales and privilege taxes and other taxes other than taxes measured by net income, but not including Ogden's home office overhead or executive supervision.

103. The term "Supplier" shall mean any person, firm or corporation which, on the date in question, has an agreement in effect for the supply of aviation fuel for use at the Airport to the Airline or to other airlines engaged in air transportation services at the Airport.

104. The term "Participant" shall mean each of those airlines, including the Airline, and each of those Suppliers and Fixed Base Operators (as defined in paragraph 126 of the Facilities Agreement) which, on the date in question, is a party

to an agreement with Ogden to the same effect as this Agreement; the term "Airline Participant" shall mean a Participant which is an airline; the term "Supplier Participant" shall mean a Participant which is a Supplier. The term "Contracting Participant" shall mean an Airline Participant, a Fixed Base Operator or a Supplier Participant which is also a party to the Facilities Agreement; and the term "Non-Contracting Participant" shall mean an Airline Participant, a Fixed Base Operator or a Supplier Participant which is not a party to the Facilities Agreement. For the purposes of this Agreement a Fixed Base Operator shall be considered to be a Supplier.

105. The term "Customer" shall mean an airline other than an Airline Participant or other user of aircraft with which a Supplier Participant or a Fixed Base Operator has an agreement to supply it with aviation fuel for use by it at the Airport.

106. The term "Pipeline Receiving Station" shall mean that portion of the Facilities which has been so designated by notice given to the Airline by Ogden.

107. The term "Pipeline" shall mean the pipeline owned by Facilities Corporation or by the Contracting Airlines referred to in the Facilities Agreement(and leased to Ogden pursuant to the Facilities Agreement) from the Long Island City Terminal of Buckeye Pipe Line Company to the connecting point of the Pipeline Receiving Station.

108. The term "gallonage" shall mean the aggregate number of gallons of aviation fuel transferred from the Facilities into refueling tenders or other vehicles operated by or for any Airline Participant or any Customer of any Supplier Participant. The gallonage of a Supplier Participant or of a Fixed Base Operator when it is acting as a Supplier shall mean only the aggregate number of gallons of aviation fuel transferred from the Facilities into refueling tenders or other vehicles operated by or for any Customer of the Supplier Participant or such Fixed Base Operator.

109. The term "The Contracting Airlines" shall mean those airlines, Suppliers and Fixed Base Operators which, on the date in question, are parties to the Facilities Agreement.

110. The term "Airline Committee" shall mean a committee consisting of one representative of each of The Contracting Airlines.

111. The term "into-plane fueler" shall mean that person, firm or corporation, if any, which, on the date in

question, performs into-plane fueling services for the Airline at the Airport.

112. The term "Non-Signatory Factor" shall mean the percentage established from time to time pursuant to paragraph 1107.

113. The term "Contracting Participant Unit Charge" shall mean, for the month in question, the amount obtained by dividing the chargeable amount referred to in paragraph 1101 for such month by the sum of (a) the total gallonage during such month of all Contracting Participants plus (b) the total gallonage during such month of all Non-Contracting Participants multiplied by the Non-Signatory Factor (expressed as a decimal number).

114. The term "Non-Contracting Participant Unit Charge" shall mean, for the month in question, an amount equal to the Contracting Participant Unit Charge for such month multiplied by the Non-Signatory Factor (expressed as a decimal number).

ARTICLE 2

Services

201. The following services shall be furnished by Ogden to the Airline (whether the Airline is a Contracting Participant or a Non-Contracting Participant) with respect to aviation fuel used by the Airline in its commercial aircraft at the Airport or if the Airline is a Fixed Base Operator or a Supplier Participant with respect to aviation fuel used by its Customer's commercial aircraft at the Airport, subject to and in the manner provided in this Article:

(a) as agent for the Airline, accept delivery of aviation fuel delivered by or on behalf of the Airline for use by it at the Airport;

(b) monitor the delivery of such aviation fuel into, and maintain the integrity of the aviation fuel while in, the Facilities so that the Airline or the Airline's into-plane fueler can take delivery thereof from that portion of the Facilities designated as the truck loading island;

(c) transfer and meter deliveries of aviation fuel into refueling tenders or other vehicles operated by or for the Airline or its into-plane fueler; and

(d) maintain, operate and repair the Facilities in accordance with the provisions of the Site Lease.

202. The Airline hereby appoints Ogden as its agent to accept delivery on its behalf of aviation fuel delivered to the Airport by the Airline or by its Supplier. Ogden's authority and responsibility in such respect shall be limited to (a) accepting only such deliveries of aviation fuel of which Ogden has been notified in advance in writing by the Airline or the Supplier, through its duly authorized officers, employees or agents, and (b) checking each delivery of aviation fuel for quantity and, as set forth in paragraph 203, examining each delivery of aviation fuel for quality. Ogden shall acknowledge receipt of the aviation fuel so delivered and, after each such delivery, shall forward no later than the next following working day to the Airline, and to its Supplier upon request of the Airline, a copy of the receipt for the aviation fuel so delivered. By reason of accepting delivery of aviation fuel and acting as agent of the Airline as set forth above, Ogden shall not be responsible in any way or incur any liability whatsoever to the Airline or any Supplier or transporter for any charges or for payment for such aviation fuel and the Airline shall indemnify Ogden and the Port Authority and hold each of them harmless from and against any and all claims, liabilities, damages, losses, and judgments, including costs and expenses incidental thereto, which may be suffered by, accrue against, be charged to, or recoverable from them, by reason of any claim for payment by the Supplier or transporter for aviation fuel delivered for the account of the Airline. Notwithstanding any provision of this Agreement to the contrary, the Airline shall not be required to indemnify Ogden or to hold Ogden harmless for any claim of non-payment by a Supplier or transporter if Ogden has received aviation fuel but has failed to credit such aviation fuel to the account of the Airline.

203. At the time of each delivery of aviation fuel, Ogden shall perform (and make a record thereof) a millipore test and simple visual tests to ascertain the correct grades of aviation fuel delivered to it regardless of any delivery ticket or loading certificate (or similar document), including the bright and clear test, the color test, and the specific gravity test and such other tests as may be required by either the Airline Committee or then current standard industry practice. Ogden shall reject any aviation fuel which fails to meet such tests. All aviation fuel meeting such tests shall be taken into storage, at which time Ogden shall send a sample to an independent testing laboratory which shall perform the "8-point test" (as defined in Exhibit 1 hereto). Ogden shall not commingle with other aviation fuel any aviation fuel delivered by or on behalf of the Airline until Ogden has received advice from the independent testing laboratory that the aviation fuel has met the "8-point test."

Except to the extent of making the aforesaid tests, Ogden shall have no responsibility whatsoever for the quality of the aviation fuel delivered by or on behalf of the Airline. The Airline shall indemnify Ogden and the Port Authority and hold each of them harmless from and against any and all claims, liabilities, damages, losses, and judgments, including costs and expenses incidental thereto, which may be suffered by, accrue against, be charged to, or recoverable from either of them, by reason of Ogden's rejection of any aviation fuel delivered by or on behalf of the Airline, provided, but only as to Ogden, that in so rejecting such fuel Ogden shall have acted with reasonable care and in accordance with its obligations hereunder.

204. Delivery of aviation fuel shall normally be made through the Pipeline, except that, if and to the extent and in the manner permitted by the Port Authority, delivery may be by transport truck or marine facilities and Ogden shall promptly accept and report the delivery of the same. Deliveries of aviation fuel through the Pipeline shall be measured by a receipt meter at the Pipeline Receiving Station. Receipts of aviation fuel by other than Pipeline shall be measured in accordance with standard industry practices.

205. At the time of, or prior to, each delivery, the Airline or its Supplier shall deliver to Ogden at the Airport its delivery ticket or loading certificate (or similar document) which shall specify (i) the kind and grade of such aviation fuel and (ii) the quantity thereof contained in the shipment being delivered to Ogden.

206. If any of the aviation fuel delivered by or on behalf of the Airline is contaminated, fails to meet the "8-point test" or otherwise is unfit for aviation use (hereinafter referred to as "condemned aviation fuel"), Ogden shall cause the same to be separately stored. If the condemned aviation fuel becomes such because of the negligence or willful misconduct of Ogden, its agents or employees, it shall be removed by Ogden within 72 hours at its expense so that it shall not interfere with the storage of any uncondemned aviation fuel. If the responsibility for the condemned aviation fuel is not so chargeable to Ogden, then it shall be removed or made usable by the Airline or its Supplier within 72 hours of notice of verification of its condemnation. If not so removed or made usable, then Ogden may remove the same, the expense of such removal to be paid by the Airline. If any of the aviation fuel delivered by or on behalf of the Airline is condemned aviation fuel when delivered, and by reason thereof any other aviation fuel with which it has been commingled has become condemned aviation fuel, the Airline (a) within 72 hours of notice of verification thereof, shall remove, or cause its Supplier to remove, all such aviation fuel which has become condemned aviation

fuel, and upon its failure to do so within such time, Ogden may remove the same, the expense of such removal to be paid by the Airline, and (b) shall replace all aviation fuel which has become condemned aviation fuel, provided, however, that if the responsibility for the condemned aviation fuel shall be chargeable to Ogden as hereinabove set forth, it shall be removed by Ogden at its expense and Ogden shall replace all such condemned aviation fuel at its expense and any such expense so incurred by Ogden shall not be included in Ogden's total operating cost. A party charged with responsibility for condemned aviation fuel shall also be responsible for the expense of cleaning the storage tanks and replacing filter elements that have been contaminated by the condemned aviation fuel, if such cleaning or replacement are necessary, provided, however, that the expense of replacing any filter element shall be apportioned based upon the amount of time or usage preceding the event of contamination and the filter element's total useful life. When any condemned aviation fuel has been made usable by the Airline or its Supplier, the Airline shall furnish, or cause its Supplier to furnish, to Ogden a document similar to that provided for in paragraph 205. The statements referred to in paragraph 303 shall reflect any adjustment made necessary by any withdrawal and subsequent redelivery of condemned aviation fuel made usable by the Airline or its Supplier.

207. Ogden shall retain records relating to the visual tests referred to in paragraph 203 and the "8-point test" for at least 6 months after the performance of such tests.

208. In storing aviation fuel for the Airline, Ogden shall store the same in storage allocated by each grade of aviation fuel. Ogden shall apportion the available storage capacity among all Participants in a fair, equitable and non-discriminatory manner based upon each Participant's total gallonage during the six full calendar months prior to the month in question, or, as to any Participant which has not had gallonage in each of such six months, six times the average monthly gallonage projected by such Participant to be used by it during the 12-month period beginning at the time it commences or resumes operations at the Airport. Ogden shall not be required to store at any one time quantities in excess of the capacity of the storage allocated for the Airline's particular grade of aviation fuel. Ogden shall promptly notify the Airline, in writing, of the amount of storage capacity available to the Airline allocated for the receipt and storage of each grade of the Airline's fuel.

209. The Airline shall notify Ogden, in writing, as of the date hereof, and from time to time, of the name or names of its Suppliers, and of its into-plane fueler, if any, and of the kinds and grades of aviation fuel to be delivered by it or on its

behalf, and Ogden shall be entitled to rely thereon until notified, in writing, to the contrary.

ARTICLE 3

Reports by Ogden

301. Promptly after each delivery to it of aviation fuel, Ogden shall complete or cause to be completed a receipt showing the date and time of such delivery, the quantity of such delivery, and the grade and source of the aviation fuel delivered. Such receipt shall be in such form as shall be prepared by Ogden and shall be provided by Ogden.

302. Promptly after each transfer by the Airline or the Airline's into-plane fueler of aviation fuel from the truck loading island into the refueling tender or other vehicle operated by or for the Airline or its into-plane fueler, Ogden shall complete, and have signed by an authorized employee of the Airline or its into-plane fueler, a transfer ticket showing the grade and quantity of aviation fuel delivered and the date so transferred. The transfer ticket shall be in such form as shall be prepared by Ogden and shall be provided by Ogden. Ogden shall forward to the Airline copies of the transfer ticket referred to in this paragraph 302 and the delivery receipt referred to in paragraph 301, normally on the next succeeding day but never later than five days after such transfer has been made or aviation fuel is received by Ogden as the case may be. All meters will have imprint capability and imprint tickets will be used to record all transactions.

303. As of the last day of each month, Ogden shall furnish to the Airline a statement on such forms as shall be prepared by Ogden prepared as of the last day of each month, showing with respect to each grade of aviation fuel, (i) the monthly opening inventory held for the account of the Airline, which shall be the same as the monthly actual closing inventory (as hereinafter defined) for the preceding month, (ii) the aggregate quantity shown on the delivery tickets with respect to all deliveries received from the Airline or its Suppliers by Ogden during such month for storage, (iii) the aggregate quantity of aviation fuel transferred to the Airline at the Airport by others during such month, (iv) the aggregate quantity shown on the transfer tickets referred to in paragraph 302 during such month, (v) the aggregate quantity of sumping and other authorized withdrawals from inventory, and (vi) the book balance, i.e., the difference between the sum of items (i), (ii) and (iii), less the sum of items (iv) and (v) (herein referred to as the "monthly closing book inventory"). The statement shall also show (vii) the "monthly actual closing inventory," which shall mean the actual

quantity of aviation fuel of the Airline held for the account of the Airline in the Facilities on the last day of the month, plus or minus, as the case may be, subject to the last sentence of this paragraph 303, the Airline's share of the actual gains or losses of the respective grade of aviation fuel, which shall be determined as follows: the actual gain or loss shall be the difference between (a) the aggregate of the monthly closing book inventory of such grade of all Participants and (b) the actual quantity of such grade in the Facilities on the last day of the month, determined by actual measurement, and the Airline's share of such actual gain or loss shall be the amount which bears the same proportion to the actual gain or loss as the number of gallons of such grade of aviation fuel transferred to Airline or its into-plane fueler from the truck-loading island into refueling tenders or other vehicles during the month bears to the aggregate number of gallons of such grade so transferred by or on behalf of all Participants and their Customers during such month. If the Airline's share of any actual loss as shown on such statement for any month is equal to or exceeds 1/4 of 1% of the volume of aviation fuel so transferred to the Airline or its into-plane fueler during such month, Ogden shall furnish a written explanation of the reasons therefor. All losses in excess of 1/4 of 1% of such annual aggregate volume shall be borne by Ogden with the exception of aviation fuel utilized in appropriate quality control procedures as reported by Ogden, or which results from temperature correction, product evaporation, sumping, or from any casualty or occurrence beyond the reasonable control of Ogden or for which Ogden has provided a reasonably satisfactory explanation.

304. Ogden shall be required to have available for transfer to the Airline or its into-plane fueler the quantity of each grade of aviation fuel delivered to Ogden by or on behalf of the Airline and taken into storage, less or plus actual net losses incurred or gains experienced, respectively, as determined in the manner provided in paragraph 303. Neither Ogden nor the Port Authority shall be responsible for shortages or losses of aviation fuel, except as to Ogden as to losses covered by the insurance carried by Ogden pursuant to paragraph 1303 hereof or losses for which Ogden is responsible pursuant to the last sentence of paragraph 303.

305. All reports by Ogden shall express gallonage in terms of numbers of "gross" gallons without temperature correction.

ARTICLE 4

Method of Operation

401. All Ogden's obligations hereunder shall be subject to (a) the provisions of the Site Lease and to the provisions of the Facilities Agreement, (b) the capacity and physical limitations of the Facilities, and (c) the impairment or interruption of service caused by or due to fire, earthquake, flood, lightning, windstorm, power shortages, labor disputes, war (whether declared or undeclared), riot, embargoes, delays, losses or damages in transportation, regulations, rulings or requests of any governmental agency now existing or hereafter in effect (not involving a breach of Ogden's obligations under this Agreement), acts of God, or any other cause beyond the control of Ogden, whether or not of the nature or character hereinbefore specifically enumerated, but nevertheless in the event of such impairment or interruption Ogden shall use its best efforts to eliminate the cause thereof as soon as possible and in the interim to provide such services as may practicably be performed by Ogden. Subject to the foregoing, Ogden shall (a) furnish good, prompt and efficient service and shall maintain such service at a high standard, (b) furnish service on a fair, equal and nondiscriminatory basis to all Participants, (c) keep open for business 24 hours a day, 7 days a week, and (d) conduct its operations at the Airport in accordance with generally accepted practices of the industry and in compliance with the Site Lease.

402. Without limiting its obligations under the Facilities Agreement, Ogden shall at all times perform and observe all covenants and conditions of the Site Lease that are required by the Facilities Agreement to be performed by it in order to perform its obligations under this Agreement, and such covenants and conditions, to the extent they are in any way applicable to this Agreement, shall be deemed incorporated herein and shall inure to the benefit of the Airline.

403. Ogden shall maintain on a current basis such accounting records and such measuring and/or metering devices and procedures as will accurately show receipts of products, transfers, and quantities on hand for each grade of aviation fuel for the Airline and shall make the same available for inspection by the Airline at any time during regular business hours.

404. In performing its obligations herein, Ogden shall comply with (a) all applicable orders, rules, regulations and requirements of the Port Authority, and (b) all applicable laws, orders, rules, regulations and requirements of federal, state and local governments and departments, agencies and bureaus thereof ("governmental requirements"); but if Ogden contests the amount or

validity, in whole or in part, of any such governmental requirement by appropriate proceedings, it shall so notify the Airline and the Airline shall not be entitled to assert any breach of this provision unless Ogden shall have failed to comply with such governmental requirement after a determination with respect thereto shall have become final and the time to appeal therefrom has expired. Costs incurred by Ogden when complying with the preceding sentence shall be included in Ogden's total operating cost in total when such compliance relates solely to the performance of Ogden's obligations herein and in properly allocable part when such compliance relates only in part to the performance of Ogden's obligations herein. Ogden shall maintain in full force and effect throughout the period of this Agreement all licenses, permits, permissions, certificates and any other evidence of authority necessary to permit it lawfully to perform its obligations hereunder.

405. Once each day, at approximately the same time, Ogden shall measure the quantity, by grade, of the Airline's aviation fuel in the Facilities and shall keep accurate records of the same. Upon the Airline's request, Ogden shall inform it of the amount of such fuel so measured and of the temperature in the storage tanks at the time the measurement is made. Ogden shall notify the Airline, at least 48 hours in advance of the time when, in its opinion, additional deliveries of aviation fuel are required and shall assist the Airline in scheduling deliveries.

406. In the event of an emergency beyond Ogden's control or a strike, Ogden shall give to the Airline Committee a notice specifying, in reasonable detail, the additions to Ogden's total operating cost that Ogden anticipates incurring as a result of such emergency or strike in order to maintain its service during such emergency or strike. Notwithstanding anything to the contrary elsewhere in this Agreement, Ogden's total operating cost during any period of emergency or strike shall include the reasonable cost of transportation, meals and lodging, salaries and related personnel expenses of supervisory staff and employees if such costs are necessary in Ogden's reasonable judgment, to enable Ogden to provide services during such period, whether or not such personnel are regular employees of Ogden at the Airport. Ogden shall endeavor to give the Airline Committee such advance notice as is practicable in the circumstances of any anticipated strike or emergency situation. All incurred costs are subject to the review and approval of the Airline Committee and are to be itemized separately when an invoice is presented for payment. The approval of the Airline Committee shall not be unreasonably withheld or delayed.

407. Ogden shall prepare and submit to the Airline Committee for review, no later than 60 days prior to the beginning

of each calendar year, its proposed operating budget for such calendar year.

408. Along with the proposed operating budget submitted by Ogden in accordance with paragraph 407, Ogden may submit a request for a revision in the fixed monthly fee provided for in paragraph 1101(b). Such request shall be accompanied and supported by data and information to reasonably support such request. The Airline Committee shall consider such request in good faith and promptly advise Ogden of its acceptance or rejection of any such request for revision of the fee in whole or in part. If the proposed revised fee is rejected in whole or in part, Ogden may request that the Airline Committee enter into discussions with Ogden for the purpose of determining a mutually acceptable revision to the fixed monthly fee. Pending completion of such negotiations, the fixed monthly fee from the prior calendar year or partial year shall continue. Unless otherwise agreed, any new fixed monthly fee agreed upon will be applied retroactively to the beginning of the calendar year.

ARTICLE 5

No Commingling

501. Except as provided in paragraph 502, Ogden shall not commingle aviation fuel of different kinds or grades.

502. If and when the requirements of the Participants with respect to aviation fuel or any specification of aviation fuel are such that the capacity of the Facilities does not permit compliance with the provisions of paragraph 501, the Airline Committee shall establish equitable and practical procedures with respect to separation and commingling of aviation fuel and the failure to comply with the provisions of paragraph 501 shall not constitute a breach by Ogden of this Agreement and Ogden shall not be liable to any Participant for, or with respect to, any consequence for failing so to comply.

ARTICLE 6

Quality of Aviation Fuel

601. The Airline represents and warrants to Ogden, or shall cause its Supplier to represent and warrant directly to Ogden, that all aviation fuel delivered by it or its Supplier to Ogden shall be of the kind and grade represented upon any delivery ticket or loading certificate (or similar document) delivered to Ogden at, or before, the time of delivery and shall meet ASTM

specification D-1655, latest revision, for Jet A or Jet A1 fuel, and that all such fuel at the time of delivery will be uncontaminated as to purity as fuel and will not be commingled with any other kind or grade of fuel. Such representations and warranties shall not relieve Ogden of its obligations under paragraph 203 with regard to the testing of fuel upon delivery, nor of its obligations under paragraph 206 with regard to the handling of condemned aviation fuel.

ARTICLE 7

Transfers of Aviation Fuel

701. The Airline shall promptly notify Ogden of all aviation fuel received in the storage tanks of the Facilities by another Participant which, after such receipt, is transferred to the Airline for storage by it in an exchange between them.

ARTICLE 8

Airline's Right of Removal of Aviation Fuel

801. At the Airline's expense, and without liability to Ogden, at any time during the term of this Agreement the Airline may remove all or any part, and within a period of 10 days after its termination the Airline shall remove, all of its aviation fuel from the storage tanks. If the Airline does not remove all of its aviation fuel from the storage tanks within 10 days after termination of this Agreement, Ogden may charge the Airline such storage fees as are determined by the Airline Committee from time to time. The Airline may also sell its aviation fuel to other Participants, on condition that the purchasing Participant assume all obligations with respect to such fuel as if it had originally delivered the same to Ogden.

ARTICLE 9

Independent Contractor

901. In performing all of its obligations hereunder, Ogden shall, except as provided in paragraph 201(a) and 202, act as an independent contractor. Neither Ogden nor its employees shall be subject to the control or direction of the Airline except as specifically provided in this Agreement.

ARTICLE 10

Airline Committee and Cooperation

1001. The Airline Committee shall function as follows: (i) meetings may be called by the Chairman, or by not less than 4 members, and may be held by conference telephone call, (ii) a quorum shall be at least 50% in number of total members, (iii) any Committee action shall require the affirmative vote of members who together account for not less than 75% of the total gallonage of all members during the last full 6 calendar months preceding the vote, and (iv) minutes of each Committee meeting shall be recorded and made available to each member.

1002. The Airline Committee shall (i) review and approve proposed Ogden calendar year operating budgets submitted pursuant to paragraph 407 hereof, (ii) evaluate and approve as needed any capital expenditure required in respect of the Facilities, (iii) monitor the operational performance of Ogden hereunder, (iv) initiate and approve proposed amendments to this Agreement, the Site Lease, the Facilities Agreement and any other proposed agreement affecting this Agreement or the Facilities, (v) form subcommittees as needed for specific projects, (vi) retain as needed in the performance of its responsibilities architectural and engineering, consulting, auditing and legal services, (vii) elect a Chairman, either for a term or indefinitely, and define his authority and (viii) take any other action which is necessary or advisable and proper in the performance of the foregoing responsibilities, all with a view toward causing the Facilities to be maintained and operated in compliance with the highest standards of safety and efficiency.

1003. Reasonable and necessary expenses incurred with the approval of the Airline Committee in the performance of its responsibilities hereunder, including expenses for architectural and engineering, consulting, auditing, and legal services, shall be paid by Ogden and included in the chargeable amount for the month in which paid for the purposes of Article 11 hereof. In addition, Ogden shall also pay and include in the chargeable amount any expenditure of a type not included in its approved budget, provided the same (i) is approved or authorized by the Committee, or (ii) is approved or authorized by the Chairman of the Committee and the amount thereof is not more than $5,000 for any single transaction, or related series of transactions. Any such expenditure authorized or approved by the Chairman only shall be reported to the Committee promptly.

1004. The Airline Committee and each Participant shall reasonably cooperate with Ogden in the performance of Ogden's duties hereunder and shall give Ogden reasonable advance notice of its requirements.

ARTICLE 11

Charges for Services

1101. Effective from and after August 1, 1995, each Participant shall pay Ogden monthly its share (determined in the manner provided in paragraph 1102) of an amount ("chargeable amount") equal to a sum of (a) Ogden's total operating cost for the month in question, and (b) a fixed fee of $10,000.00 per month subject to adjustment by mutual agreement between Ogden and the Airline Committee from time to time in accordance with paragraph 408.

1102. (a) The chargeable amount referred to in paragraph 1101 for the month in question shall be apportioned and billed to each Participant so that (i) each Contracting Participant shall be billed and shall pay an amount equal to its gallonage for the month in question multiplied by the Contracting Participant Unit Charge for such month, and (ii) each Non-Contracting Participant shall be billed and shall pay an amount equal to its gallonage multiplied by the Non-Contracting Participant Unit Charge for such month. In addition, a Non-Contracting Participant shall also pay each month the same charge per gallon payable by a Contracting Participant pursuant to the Facilities Agreement computed on the basis of its gallonage during such month.

(b) If, for any full calendar month after the date hereof, no Participant has any gallonage, each Participant, for the purposes of computing the charges payable to Ogden hereunder for such month, shall be deemed to have had gallonage equal to its average monthly gallonage for the 6 months immediately preceding such month (including gallonage attributed to such Participant pursuant to this subparagraph (b) for any such month).

(c) Except as provided in subparagraph (b) of this paragraph 1102, if, during any full calendar month after the date hereof, a Participant shall not have any gallonage for a period of at least 10 consecutive days, such Participant, for the purposes of computing the charges payable to Ogden hereunder for such month, shall be deemed to have had gallonage equal to whichever of the following results in the greater charge to such Participant: (i) the actual gallonage of such Participant for the month in question, or (ii) the average gallonage of such Participant (including gallonage attributed to such Participant pursuant to this subparagraph (c) for any such month) during the last 3 full calendar months immediately preceding the month in question in which the regular operations of such Participant were not interrupted for 10 days or more.

1103. As of the first day of each month during which this Agreement is in effect, Ogden shall render a bill to the Airline for its charges for the preceding month, and each such bill shall become due and payable by the Airline by the 15th day of the month. If the Airline fails to pay any such bill in full within twenty (20) days after the date thereof, Ogden may charge the Airline a service charge of 1-1/2% per month or portion thereof on the unpaid amount of such bill until payment is received.

1104. The Airline shall indemnify Ogden for the amount of any sales tax and any penalties, interest and expenses (including reasonable attorneys' fees) in connection therewith that Ogden may be required to pay in the event of a determination that any such tax should have been billed and collected by Ogden in connection with the payment by the Airline of Ogden's charges for services hereunder. With respect to any tax or fee the Airline is obligated to pay pursuant to this Article, Ogden shall at the Airline's request pay the same under protest or withhold payment thereof, provided that the Airline promptly reimburses Ogden for all taxes, penalties and interests (except such interest and penalties caused by Ogden's negligence or delay) as well as all other costs and expenses required to be incurred by Ogden in connection with any such request or actions upon receipt of a billing therefore, and gives Ogden an indemnity which meets with Ogden's reasonable requirements. The Airline may, or, at the Airline's request, Ogden shall, take all actions necessary to contest the validity, applicability, or any like challenge with respect to the amount or application of such taxes and fees and shall institute actions necessary to recover past or anticipated payments thereof. Any such action shall be solely at the Airline's expense through counsel designated by the Airline. Ogden shall promptly notify the Airline of any pending or threatened audit or investigation of any tax or fee the Airline is obligated to pay pursuant to this Article.

1105. Ogden shall at all times keep complete and accurate books, records and accounts from which it shall determine the cost to it of services rendered hereunder to the Airline and shall employ a public accountant on request of the Airline Committee, at Ogden's own expense, to carry out an examination of such books, records and accounts and to express an opinion as to the accuracy of the cost as determined by Ogden. The accounts of Ogden pertinent to this Agreement shall, at all reasonable times, be accessible to, and open for inspection, examination and audit by the Airline and its accountants.

1106. Concurrently with the execution of the Agreement, the Airline has paid to Ogden the sum of $ _____ which Ogden shall maintain for the account of the Airline with

respect to payments to be made by the Airline hereunder and under the Facilities Agreement. If a bill rendered by Ogden to the Airline is not paid when due, Ogden may apply any part or all of such deposit against such bill, in which event Ogden shall give notice of the amount so applied to the Airline. Upon receipt of such notice, the Airline shall promptly pay to Ogden an amount equal to the sum so applied together with the amount due on the bill with respect to which such application was made if such bill is still outstanding. If the balance maintained for the account of the Airline is reduced below the amount which Ogden reasonably believes is necessary to secure it against costs and expenses incurred by it as a result of late payments by the Airline, the Airline, promptly upon notice and demand from Ogden shall pay to Ogden, such additional sum to be maintained by Ogden for the account of the Airline as Ogden reasonably believes is necessary to so secure it.

1107. As of the date of this Agreement, the Non-Signatory Factor shall be 200%. The Non-Signatory Factor may be changed from time to time by the written agreement of a numerical majority of Contracting Participants, which majority must also have had not less than 75% of the total gallonage of all Contracting Participants for the six months immediately preceding the month in which such change is made. The Non-Signatory Factor shall at all times be fair, reasonable and non-discriminatory as to Non-Contracting Participants.

1108. (a) In order that current Participants pay a fair share of the capital expenditures ("Capital Costs") previously paid by prior Participants for the Facilities, the Pipeline and improvements and/or repairs to the Facilities or the Pipeline, each Participant, including the Airline, shall pay an Amortization Amount and receive an Amortization Credit, computed as hereinafter provided, each month during the term of Site Lease, as may be extended, beginning with the month of July 1999, or such later month as the Airline Committee may designate (the "Commencement Month").

(b) The Amortization Amount to be paid by each Participant in respect of a month shall consist of a share equal to its share of the gallonage of all Participants during such month multiplied by the total Capital Costs, determined by the Airline Committee, as hereinafter provided, to be paid during such month by all Participants. The total Capital Costs to be paid for a month by all Participants shall be determined by the Airline Committee in order to reflect the cost of items previously paid for in full and having a useful life extending beyond the periods during which such items were paid for in full. For example, if the Airline Committee determines that the Pipeline Captial Cost was $8,000,000.00, all of which had been

paid by July 1, 1995, that the Pipeline had a useful life of 40 years and was placed in service as of July 1, 1974, then the Capital Cost of the Pipeline ($8,000,000.00) to be paid each month, beginning with the Commencement Month, and each subsequent month during the remaining useful life of the Pipeline would be 1/12 of 1/40 of $8,000,000.00. By way of further example, if the Airline Committee determines that the Bowery Bay sea wall cost $3,500,000.00, all of which has been paid, that it was placed in service on July 1, 1994 and that it has a useful life of 20 years, then the Capital Cost of the sea wall to be paid in respect of each month, beginning with the Commencement Month, and each subsequent month during the remaining useful life of the sea wall is 1/12 of 1/20 of $3,500,000.00. Similar determinations are to be made by the Airline Committee with respect to other projects, facilities or improvements which the Committee determines to have a useful life substantially longer then the period over which the cost thereof was paid by prior Participants. For example, the fuel storage tanks, environmental remediation projects, and facility upgrade projects. The total Capital Costs to be shared by all Participants beginning in respect of the Commencement Month shall be the total of such individual determinations by the Airline Committee.

(c) The total Capital Costs paid by all current Participants beginning in respect of the Commencement Month as provided in paragraph (b) above shall be paid over as an Amortization Credit to each current Participant each month in proportion to the share of the cost of each item included in such total Capital Costs computations which such Participant had previously paid as determined by the Airline Committee. For example, if the Airline Committee determines that a Participant had previously paid 10% of the total cost of all items included in the computation of the total Capital Costs for a month, then 10% of the total Capital Costs paid by all Participants for such month shall be paid to such Participant as its Amortization Credit for such month.

(d) The share of total Capital Costs to be paid by each Participant each month beginning in respect of the Commencement Month as determined by the Airline Committee and based on such Participant's relative gallonage for such month shall be billed and separately stated by Ogden in its monthly invoice to each Participant. Promptly after its receipt of the total Capital Costs paid in respect of any month Ogden shall pay over the entire amount as Amortization Credits to all Participants, each Participant's share to be determined by the Airline Committee as provided in paragraph (c) above.

(e) A Participant's obligation to pay its share of total Capital Costs for any month and its right to receive an

Amortization Credit out of the payment of such total Capital Costs, all as provided in this paragraph 1108, shall terminate as of the date such Participant ceases to be a Participant, as defined in paragraph 104 hereof.

ARTICLE 12

Term

1201. This Agreement shall take effect at 12:01 A.M. on August 1, 1995 and shall continue in effect so long as the Airline conducts air transportation services at the Airport, or July 30, 2000, whichever is earlier, subject to the provisions of paragraph 1202 or 1203.

1202. This Agreement is subject to the provisions of the Site Lease and the Facilities Agreement, and if either the Site Lease or the Facilities Agreement is terminated or expires, for any reason, prior to the expiration of the term of this Agreement, this Agreement shall be terminated as of the effective date of such termination.

1203. If either Ogden or the Airline shall make a general assignment for the benefit of creditors, or if the petition in bankruptcy shall be filed by it, or if it files a petition or answer seeking its reorganization or the readjustment of its indebtedness under any present or future federal bankruptcy law or other federal or state law, or if a receiver, trustee or liquidator of all or substantially all of its property shall be appointed or applied for, or if a judgment, decree or order shall be entered by a court of competent jurisdiction determining that proceedings for reorganization, arrangement, adjustment, composition, liquidation, dissolution or winding up or any similar relief under any present or future federal bankruptcy laws or other federal or state law have been properly instituted otherwise than by it and such judgment, decree or order shall remain unstayed and in effect for 30 days, this Agreement may, at the option of the other, be terminated forthwith. This provision shall survive any stay imposed by operation of law.

1204. If the Airline is in default in its payments to Ogden for a period of 15 days after the date due, Ogden may give the Airline notice to cure such default and, if any such default shall continue for 15 days after the mailing of such notice by Ogden, Ogden may, after the lapse of said 15 days from mailing and prior to the curing or correction of such default, terminate this Agreement.

ARTICLE 13

Insurance and Indemnity

1301. Ogden during the term of this Agreement in its own name as insured and including the Port Authority and the Airline as additional insureds shall maintain and pay the premiums on a policy or policies of Comprehensive General Liability Insurance, including premises-operations, products, completed operations, and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions and providing for coverage in the limits set forth below, and Comprehensive Automobile Liability Insurance covering owned, non-owned and hired vehicles and including automatic coverage for newly acquired vehicles and providing for coverage in the limits set forth below, and Environmental Impairment Liability insurance, including additional coverage for sudden, unintended and unexpected seepage, pollution or contamination, in the limits set forth below, subject to the Port Authority's right upon notice to require an increase in any or all of such limits as provided in the last sentence of this paragraph 1301. Without limiting the provisions hereof, in the event Ogden maintains the foregoing insurance in limits greater than set forth below, the Port Authority and the Airline shall be included therein as additional insureds to the full extent of all such insurance in accordance with all the terms and provisions thereof. All the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded Ogden thereunder with respect to any claim or action against Ogden by a third person shall pertain and apply with like effect with respect to any claim or action against Ogden by the Port Authority or the Airline and shall also provide or contain an endorsement providing that the protections afforded the Port Authority and the Airline thereunder and with respect to any claim or action against the Port Authority or the Airline by Ogden shall be the same as the protections afforded Ogden thereunder with respect to any claim or action against Ogden by a third person as if the Port Authority or the Airline were the named insured thereunder, but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority or the Airline thereunder as additional insureds. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by Ogden under paragraph 1302 hereof.

		Minimum Limits
I.	Workers' Compensation Employer's Liability	Statutory as required $500,000
II.	Legal Liability Insurance	
	A. Airport Premises - Operations	
	Comprehensive General Liability, including automotive vehicles, contractual and products hazards	$500,000,000 each occurrence, combined single limit for bodily injury and property damage, subject to a $500,000,000 annual policy aggregate for products hazards coverage
	B. Automotive Vehicles (while away from Airport premises)	
	Comprehensive Automotive Vehicles Liability	$75,000,000 each occurrence, combined single limit for bodily injury and property damage
III.	Environmental Impairment Liability, including additional coverage for sudden, unintended and unexpected seepage, pollution or contamination	$4,000,000 per claim subject to a deductible of $50,000 per claim and $8,000,000 annual policy aggregate and excess public liability insurance with combined coverage limits of $50,000,000 per occurrence in excess of the primary $8,000,000 insurance coverage

All insurance coverages and policies required under this Section may be reviewed by the Port Authority or the Airline for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of this Agreement.

Ogden also agrees that the Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and Ogden shall promptly comply therewith. Further, and without limiting the foregoing, it is specifically understood and agreed that the Port Authority shall have the right upon notice to Ogden given from time to time and at any time to require Ogden to increase any or all of the foregoing limits and Ogden shall promptly comply therewith and shall promptly submit a certificate or certificates evidencing the same to the Port Authority and the Airline.

1302.(1) Ogden shall indemnify and hold harmless the Airline, its officers, directors, employees and representatives, and the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Airline and the Port Authority for their costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any breach or default of any term or provision of this Agreement by Ogden or out of the use or occupancy of the demised premises by Ogden, or by others with its consent or permission, or out of any of the acts or omissions of Ogden, its officers, employees, guests, representatives, customers, contractors, invitees, business visitors and other persons who are doing business with Ogden or who are at the premises with the consent of Ogden, or arising out of the acts or omissions of Ogden, its officers and employees elsewhere at the Airport; including claims and demands of the City of New York from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or through agreement of the Port Authority with the said City.

(2) If so directed, Ogden shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

(3) The Airline shall be responsible for the consequences of the actions of its agents and employees and the

actions of the agents and employees of its into-plane fueler on the demised premises and shall indemnify and hold harmless Ogden from and against any loss, cost or liability arising out of or attributable to any such actions.

1303. During the term of this Agreement, Ogden shall maintain

(a) to the extent of the replacement value thereof, on all aviation fuel stored hereunder on behalf of the Airline, from the time such fuel is accepted on delivery until it is dispensed into refueling tenders or vehicles of the Airline or its into-plane fuelers hereunder, physical loss or damage insurance on an all-risk basis except for the perils of (i) delay, deterioration, inherent vice and/or loss of market, (ii) mysterious disappearance or unexplained shortages disclosed by the taking of inventory, (iii) hostile or warlike action in time of peace or war, (iv) infidelity or dishonesty of any employee of Ogden, (v) nuclear explosion and radiation contamination, (vi) loss or damage caused by or resulting from the explosion or rupture or bursting of pressure vessels or pipes (however, explosion, rupture or bursting of oil transfer lines and associated piping and equipment to and from storage tanks and facilities are covered), or steam boilers, or steam pipes, or steam turbines, or steam engines, or flywheels, owned or operated by Ogden, or mechanical or machinery breakdown, and (vii) other perils customarily excluded from such insurance; and

(b) fidelity insurance, to the extent of $100,000 per employee, plus $900,000 per occurrence;

such insurance under subparagraph (a) above to be written in the names of, and payable to, Ogden and the Airline, as their respective interests may appear. At the Airline's request, Ogden shall furnish the Airline with certificates of insurance certifying that such insurance is in full force and effect and that the insurer will notify the Airline 30 days prior to any cancellation or change.

1304. If requested by the Airline Committee, Ogden shall promptly obtain liability insurance specified in paragraph 1301 with limits higher than those set forth in paragraph 1301 if the same is then available on acceptable terms and the cost of premiums thereof shall be included in Ogden's total operating cost.

ARTICLE 14

Uniform Form of Agreement

1401. It is intended that the form of agreement between Ogden and all Participants shall be uniform in all material respects. Neither Ogden nor the Airline shall execute a material amendment to this Agreement unless the same amendment is offered for execution by Ogden and all other Participants.

ARTICLE 14A

With the consent of a majority of the Contracting Airlines as defined in paragraph 103 of the Facilities Agreement, Ogden had from time to time at the request of the Airlines Committee collected a $.005 per gallon surcharge from all Participants for expenditures incurred, or to be incurred, by it, or by the Facilities Corporation, in connection with the required reconstruction of the Bowery Bay Bulkhead bounding the demised premises. Such surcharge shall be segregated and separately accounted for by Ogden and shall be expended only to cover invoices approved by the Airline Committee, or its chairman, for the purposes intended. Other mandatory reconstruction, replacement or repair required at the demised premises, may also be funded by a similar surcharge with the prior approval of the Airline Committee.

ARTICLE 15

Miscellaneous

1501. The right of either party to require strict performance hereunder by the other shall not be affected by any previous waiver, forbearance or course of dealing.

1502. This Agreement contains the entire contract between the parties with reference to the subject matter thereof and may not be changed, modified, discharged or extended except by written instrument signed by the parties. Any prior agreement between Ogden and the Airline referred to as "Fuel Storage Service Agreement" is superseded in its entirety by this Agreement and shall be of no further force or effect from and after August 1, 1995, except in respect of any rights or liabilities incurred or arising thereunder prior to said August 1, 1995. From and after

the date hereof, all references to the Fuel Storage Service Agreement in the Facilities Agreement or the Site Lease or in any other agreements referred to in the Facilities Agreement or the Site Lease shall be deemed to be references to this Agreement.

1503. The article headings are inserted only as a matter of convenience and for reference and in no way define, limit or described the scope or intent of any provisions of this Agreement.

1504. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

1505. If any covenant, condition or provision of this Agreement is not held to be valid by a final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision of this Agreement.

1506. Any notice, consent or approval which may, or is required to, be given or delivered under this Agreement shall be in writing and shall be sent by registered or certified mail, postage prepaid, addressed to Ogden at its office at the Airport (or to such other address as it may designate in writing) with a copy to Ogden at Two Pennsylvania Plaza, New York, New York 10121, and to the Airline at its main or executive office (or to such other address as it may designate in writing) with a copy to its office at the Airport.

1507. The following are hereby incorporated by reference and made a part of this Agreement to the extent applicable as if fully set forth herein: (a) the provision of the Equal Opportunity Clause set forth in 41 CFR Section 60.1.4(a) pursuant to the requirements of Executive Order 11246; (b) contractual requirements of the Rehabilitation Act of 1973 as set forth in 41 CFR Section 60.741.4; (c) contractual requirements of the Vietnam Era Veterans Readjustment Act of 1974 as set forth in 41 CFR Section 60.250.4; and (d) any law, order or regulatory provision issued in supplement to or replacement of the foregoing.

1508. This Agreement may be amended, modified or supplemented by agreement between a majority of The Contracting Airlines, as defined in the Facilities Agreement, and Ogden and any such agreement shall apply to this Agreement whether or not the Airline is party thereto; provided that any such agreement which adversely affects the Airline's rights or responsibilities hereunder relative to the rights or responsibilities of other Participants shall not apply to this Agreement unless the Airline is party thereto.

ARTICLE 16

Successors and Assigns

1601. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Ogden and the Airline.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ALLIED AVIATION SERVICE COMPANY OF NEW YORK, INC. FORMERLY NAMED
OGDEN AVIATION SERVICE COMPANY
OF NEW YORK, INC.

By Robert L. Rose

Title President

SIGNATURE FLIGHT SUPPORT CORPORATION
Name of Airline

By Douglas H. Crowther
DOUGLAS H. CROWTHER

Title VICE PRESIDENT-OPERATIONS

Exhibit 1

8-Point Test

The following tests shall constitute the "8-point test":

		Specification
1.	Color, Saybolt, min.	Report
2.	API Gravity at 60°F	37° - 51°
3.	Flash Point, TCC, min.	100°F
4.	Copper Strip Corrosion, max.	No. 1
5.	Freeze Point, ASTM D2386 max.	Jet A - 40° Jet A-1 - 47°C
6.	Water Reaction:	
	Separation rating, max.	(2)
	Interface rating, max.	1(b)
	Volume Change Aqueous Layer	Report
7.	Distillation:	
	10% Evaporated, max. Temp.	400°F
	50% Evaporated, max. Temp.	Report
	90% Evaporated, max. Temp.	Report
	Final Boiling Point, max. Temp.	572°F
	Residue, max. %	1.5%
	Loss, max. %	1.5%
8.	Water Separometer Index, Modified min.	85

LGA643-PCON.0
suppl

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

Lease No. AG-643
LaGuardia Airport

FIRST AMENDMENT TO CONSENT TO PIPELINE OPERATING AGREEMENT

THIS AGREEMENT, effective as of August 1, 1995, ("First Amendment to Consent to Pipeline Operating Agreement") by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and LAGUARDIA FUEL FACILITIES CORPORATION (hereinafter called the "Sublessor") a corporation of the State of New York with an office and place of business at 2 Pennsylvania Plaza, 25th Floor, New York, New York 10121-0032 and whose representative is Mr. Dennis Blair, its Senior Vice-President, and OGDEN AVIATION SERVICE COMPANY OF NEW YORK, INC. (formerly known as Allied Aviation Service Company of New York, Inc. and hereinafter referred to as "Ogden") a corporation organized and existing under the laws of the State of New York with an office and place of business at 2 Pennsylvania Plaza, New York, New York 10121-0032 and whose representative is Mr. Dennis Blair, its Senior Vice-President, and BUCKEYE PIPELINE COMPANY, L. P. (hereinafter referred to as "Buckeye"), a limited partnership organized and existing under the laws of the State of Delaware with an office and place of business at 3900 Hamilton Boulevard, Allentown, Pennsylvania acting by and through its General Partner, Buckeye Pipe Line Company, a corporation organized and existing under the laws of the State of Delaware with an office and place of business at 3900 Hamilton Boulevard, Allentown, Pennsylvania, and whose representative is Mr. Brian K. Jury,

WITNESSETH, That:

WHEREAS, the Port Authority heretofore as of November 1, 1972 entered into an agreement of lease with American Airlines, Inc., Delta Air Lines , Inc., Eastern Air Lines, Inc. (which no longer operates), Trans World Airlines, Inc. and United Air Lines, Inc. (hereinafter jointly, severally and collectively called the "Assignor") covering the letting by the Port Authority

to the Assignor of certain premises at LaGuardia Airport as more particularly described in the Lease (which agreement as the same is supplemented and amended by the "First Supplemental Agreement" (defined below) is herein referred to as "the Lease"); and

WHEREAS, the Lease was assigned by the Assignor to the Sublessor pursuant to an Assignment of Lease with Assumption and Consent agreement dated as of November 15, 1972 and entered into among the Assignor and the Sublessor as the assignee thereunder and the Port Authority and covering the consent of the Port Authority to the said assignment of the Lease from the Assignor to the Sublessor (said agreement as supplemented and amended by the "First Supplemental Agreement" (defined below) being hereinafter referred to as the "Assignment"); and

WHEREAS, pursuant to the provisions of the Lease and of the Assignment, the Sublessor heretofore entered into with the Sublessee (consisting of the Assignor and the other airlines and parties named therein, herein jointly, severally and collectively called "the Sublessee") a Facilities Lease and Agreement dated as of November 15, 1972 and a First Amendment to Facilities Lease and Agreement dated as of March 1, 1973 (hereinafter collectively referred to as the "Facilities Agreement"); and

WHEREAS, the Port Authority consented to the Facilities Agreement under a Consent to Facilities Agreement entered into among the Port Authority, the Sublessor, the Sublessee, and Ogden and dated as of November 15, 1972, and under a First Amendment to Consent to Facilities Agreement dated as of March 1, 1973 (hereinafter collectively called the "Consent to Facilities Agreement"); and

WHEREAS, the Port Authority, the Assignor (with the exception of Eastern Air Lines, Inc. which no longer operates) and the Sublessor have entered into or are about to enter into an agreement entitled, and herein referred to, as the "First Supplemental Agreement" dated as of July 31, 1995 and covering, among other matters, the extension of the term of the Lease and the extension of the Assignment ;and

WHEREAS, the Sublessor, the Sublessee and Ogden have entered into a Second Amendment to the Facilities Agreement dated as of August 1, 1995 which the Port Authority will have consented to in a Second Amendment to Consent to Facilities Agreement dated as of August 1, 1995, among the Port Authority , the Sublessor, the Sublessee and Ogden; and

WHEREAS, Ogden and Buckeye, with the consent of the Sublessor, entered into a Pipeline Operating Agreement dated as of November 15, 1972 (hereinafter referred to as the "Pipeline Operating Agreement"); and

WHEREAS, the Port Authority, the Sublessor, Ogden and Buckeye entered into a Consent to Pipeline Operating Agreement effective as of November 15, 1972 and covering the Port

Authority's consent to the Pipeline Operating Agreement to the extent it covers "the Lease rights" as such term is defined in the said Consent to Pipeline Operating Agreement; and

WHEREAS, the Sublessor represents to the Port Authority that the Sublessor has obtained an extension of its pipeline franchise agreement from the City of New York pursuant to that certain instrument entitled "Revocable Consent Agreement" (a copy of which is attached hereto) and that the Sublessor has also obtained an extension of its pipeline license agreement from the Long Island Railroad Company pursuant to that certain instrument entitled "First Amendment Of License" (a copy of which is attached hereto); and

WHEREAS, Ogden and Buckeye are about to enter into a First Amendment to the Pipeline Operating Agreement dated as of August 1, 1995 a copy of which is attached hereto and hereinafter referred to as the "First Amendment to the Pipeline Operating Agreement"; and

WHEREAS, the prior written consent of the Port Authority to the First Amendment to the Pipeline Operating Agreement to the extent it covers "the Lease rights" is required;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Sublessor, Ogden and Buckeye hereby agree effective as of August 1, 1995, as follows:

1. (a) On all the terms and conditions of the Consent To Pipeline Operating Agreement and all the terms and conditions hereinafter set forth, the Port Authority consents to the First Amendment to the Pipeline Operating Agreement.

(b) All of the terms and conditions of the Consent To Pipeline Operating Agreement, as hereby supplemented and amended, shall extend and apply to the Pipeline Operating Agreement as amended by the First Amendment to the Pipeline Operating Agreement. Wherever reference is made to the Pipeline Operating Agreement, it shall be deemed to mean the Pipeline Operating Agreement as further amended and supplemented by the First Amendment to the Pipeline Operating Agreement; wherever reference is made to the Lease, it shall be deemed to mean and refer to the Lease as amended, supplemented and extended by the First Supplemental Agreement; and wherever reference is made to the Assignment, it shall be deemed to mean and refer to the Assignment as amended, supplemented and extended by the First Supplemental Agreement; and wherever reference is made to the Facilities Agreement, it shall be deemed to mean the Facilities Agreement as further amended and supplemented by the Second Amendment to the Facilities Agreement; and wherever reference is made to the Consent to Facilities Agreement, it shall be deemed to mean the Consent to Facilities Agreement as further amended and supplemented by the Second Amendment to Consent to Facilities Agreement

(c) The name "Allied" where appearing in the Consent To Pipeline Operating Agreement shall mean "Ogden".

2. The Pipeline Operating Agreement with respect to the Lease rights shall not be changed, modified, discharged or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

3. The granting of the consent hereunder by the Port Authority shall not be or be deemed to operate as a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, assignment or other agreement (including but not limited to any by the Assignor, the Sublessor, Ogden or Buckeye) with respect to the use or occupancy of the premises under the Lease, or to any assignment of the Lease, the Facilities Agreement or the Pipeline Operating Agreement or of any rights under any of the foregoing, whether in whole or in part.

4. Without limiting any term, provision, covenant or condition of the Lease or of the Assignment or of the Consent to Facilities Agreement, the Sublessor, Ogden and Buckeye hereby represent to the Port Authority that they have complied with and will comply with all laws, governmental rules, regulations and orders (including without limitation all Environmental Requirements as defined in the Lease) in accordance with, pursuant to and as required by the Lease, the Assignment, the Facilities Agreement and the Consent to Facilities Agreement now or at any time during the term of the Pipeline Operating Agreement which as a matter of law are applicable to or which affect the operations of the Sublessor, Ogden and Buckeye under or pursuant to the Pipeline Operating Agreement or its or their use and/or occupancy of the premises or any portion thereof. The obligation of the Sublessor, Ogden and Buckeye to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

5. Reference herein to Ogden and Buckeye shall mean and include Ogden and Buckeye and their directors, officers, agents, employees and also others on the premises or on the Airport with the consent of Ogden or Buckeye.

6. Buckeye assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Buckeye assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Buckeye assures that it will require that its covered suborganizations provide assurances to Buckeye that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

7. Paragraph 7 of the original Consent to Pipeline Operating Agreement shall be deemed amended to read as follows:

"7. (a) Without in any wise affecting the obligations of the Sublessor or the Sublessee or Ogden under the Lease and under the Consent to Facilities Agreement or the obligations of Buckeye under the Pipeline Operating Agreement, Ogden shall make repairs and replacements as if it were the lessee under the Lease. Ogden and Buckeye shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives from and against (and shall reimburse the Port Authority for its costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages arising out of a breach or default of any term or provision of this Consent to Pipeline Operating Agreement by Ogden or Buckeye or out of its or their operations under the Pipeline Operating Agreement or at the premises under the Lease or out of the use or occupancy of the premises by Ogden or Buckeye or by others with its or their consent or out of any other acts or omissions of Ogden or Buckeye, its or their officers, employees, agents, representatives, contractors, customers, guests, invitees and others who are doing business with Ogden or Buckeye at the premises, or out of any other acts or omissions of Ogden or Buckeye, its or their officers and employees at the Airport, including claims and demands of the City of New York from which the Port Authority derives its right in the Airport, for indemnification arising by operation of law or pursuant to the Basic Lease whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of Ogden and Buckeye shall be deemed to be acts and omissions of the lessee under the Lease and the Sublesssor shall also be severally responsible therefor including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, Ogden and Buckeye shall at their own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such they shall not, without obtaining express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(c) The foregoing indemnity obligations of Ogden and Buckeye shall be in addition to, and not in derogation or limitation of, any and all other indemnity obligations of the lessee under the Lease and shall be in addition to, and not in derogation or limitation of, any or all other indemnity obligations of Ogden or Buckeye.

(d) (i) In addition to and without limiting the insurance required to be maintained by the Sublesssor under the Lease and by Ogden under the Consent to Facilities Agreement and by Buckeye under the Pipeline Operating Agreement, Buckeye during the period

this Consent to Pipeline Operating Agreement shall remain in effect shall in its own name as insured and including the Port Authority and Ogden as additional insureds obtain, maintain and pay the premiums on a policy or policies of Comprehensive General Liability Insurance, including premises-operations, products, completed operations, and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below, and Comprehensive Automobile Liability Insurance covering owned, non-owned and hired vehicles and including automatic coverage for newly acquired vehicles and providing for coverage in the limits set forth below, and Environmental Impairment Liability insurance in the limits set forth below. Without limiting the provisions hereof, in the event Buckeye maintains the foregoing insurance in limits greater than set forth below, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all the terms and provisions thereof. All the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded Buckeye thereunder with respect to any claim or action against Buckeye by a third person shall pertain and apply with like effect with respect to any claim or action against Buckeye by the Port Authority and shall also provide or contain an endorsement providing that the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by Buckeye shall be the same as the protections afforded Buckeye thereunder with respect to any claim or action against Buckeye by a third person as if the Port Authority were the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as an additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by Buckeye under paragraph (a) hereof.

			Minimum Limits
I.	Workers' Compensation Employer's Liability		Statutory as required $500,000
II.	Legal Liability Insurance		
	A.	Comprehensive General Liability, including contractual and products hazards and sudden, unintended and unexpected seepage, pollution or contamination	$35,000,000 each occurrence, combined single limit for bodily injury and property damage
	B.	Comprehensive Automotive Vehicles Liability	$2,000,000 each occurrence, combined single limit for bodily injury and property damage

III. Environmental Impairment Liability	$4,000,000 per claim subject to a deductible of $50,000 per claim and $8,000,000 annual policy aggregate.

(ii) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period this Consent to Pipeline Operating Agreement remains in effect. The Port Authority at any such time may make additions, deletions, amendments to or modifications of the above-scheduled insurance requirements, including an increase in such minimum limits, and may require such other and additional insurance in such reasonable amounts or against such other insurable hazards as the Port Authority may deem advisable and Buckeye shall promptly comply therewith.

(e) As to the insurance required by the provisions of this paragraph a certified copy of the policies or a certificate or certificates or binders satisfactory to the Port Authority evidencing the existence thereof shall be delivered by Buckeye to the Port Authority no later than the date of the delivery of this Consent to Pipeline Operating Agreement to the Port Authority. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement unqualifiedly committing the insurer not to cancel, terminate, change or modify the policy without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express written advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. Any renewal policy shall be delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy except for any policy expiring after the date of expiration of the term of this Consent to Pipeline Operating Agreement. The aforesaid insurance shall be written by a company or companies approved by the Port Authority, the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, Buckeye shall promptly obtain and deliver to the Port Authority a new and satisfactory policy in replacement or evidence thereof satisfactory to the Port Authority, the Port

Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority."

8. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by any party hereto shall be in writing, and all such notices, directions, requests and consents shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Until further notice, the Port Authority hereby designates its Executive Director as its representative upon whom notices and requests may be served and One World Trade Center, New York, New York 10048 as its office where notices and requests may be served. The Sublessor, Ogden and Buckeye each shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at the office where notices and requests may be served. Until further notice, the Sublessor designates its Senior Vice-President, Mr. Dennis Blair, as its representative upon whom notices and requests may be served and Two Pennsylvania Plaza, 25th Floor, New York, N.Y. 10121-0032 as its office where notices and requests may be served. Until further notice, Ogden designates its Senior Vice-President, Mr. Dennis Blair, as its representative upon whom notices and requests may be served and Two Pennsylvania Plaza, 25th Floor, New York, N.Y. 10121-0032 as its office where notices and requests may be served. Until further notice, the Buckeye designates its representative named on the first page of this Second Amendment to Consent to Pipeline Operating Agreement as its representative upon whom notices and requests may be served and its address given on the first page of this Second Amendment to Consent to Pipeline Operating Agreement as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

9. As hereby amended and supplemented, the Consent to Pipeline Operating Agreement and all the terms and conditions thereof shall be and remain in full force and effect.

10. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be held personally liable to the Sublessor, Ogden or Buckeye under any term or provision of this First Amendment to Consent to Pipeline Operating Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

IN WITNESS WHEREOF, the Port Authority, the Sublessor, Ogden and Buckeye have executed these presents.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Assistant Director

(Seal)

ATTEST:

Alice R. Nicholas

~~Asst.~~ Secretary

LAGUARDIA FUEL FACILITIES CORPORATION

By Robert R Rose

~~By~~

(Title) ~~Sr. Vice~~ President

(Corporate Seal)

ATTEST:

Alice R. Nicholas

~~Asst.~~ Secretary

~~OGDEN~~ Allied AVIATION SERVICE COMPANY OF NEW YORK, INC. (formerly named ~~Allied~~ Ogden Aviation Service Company of New York, Inc.)

By: Robert R. Rose

~~By~~

(Title) ~~Sr. Vice~~ President

(Corporate Seal)

ATTEST:

Secretary

BUCKEYE PIPE LINE COMPANY, L.P. acting by and through Buckeye Pipe Line Company, a Delaware corporation, its general partner

By

(Title) Senior Vice President

(Corporate Seal)

APPROVED

Form	Terms

THE CITY OF NEW YORK
DEPARTMENT OF TRANSPORTATION
40 Worth Street
New York, New York 10013

REVOCABLE CONSENT AGREEMENT

WHEREAS La Guardia Fuel Facilities Corporation (the "Grantee") has petitioned for consent to continue to maintain and use a 12-inch pipeline from Long Island City to La Guardia Airport, all in the Borough of Queens; and

WHEREAS Grantee is the owner of the real property which is benefitted by this consent, or if not the owner, Grantee is the tenant of such real property and has obtained the consent of the owner of such property to use the adjacent inalienable property for the purposes set forth herein, and such owner's consent, if applicable, is attached hereto as Schedule A; and

WHEREAS the New York City Department of Transportation (the "Grantor"), acting through the Commissioner of Transportation has determined that it is appropriate that such consent be granted, subject to the conditions stated herein;

IT IS HEREBY AGREED:

1. Consent granted. The consent of Grantor is hereby granted to the Grantee, a corporation organized and existing under the laws of the State of New York, having its principal place of business at P.O. Box 368, Emmaus, PA 18049-0368, to continue to maintain and use a 12-inch pipeline to convey petroleum products from Long Island City to La Guardia Airport, all in the Borough of Queens, partially under streets of The City of New York as follows:

—and signed La Guardia Fuel Facilities Corporation by Joseph W. Braun, Jr., Vice President, Applicant, a copy of which was attached to and made a part of the consent of 1985 which was granted by a resolution adopted by the Board of Estimate on April 18, 1985 (Cal No. 151) and approved by the Mayor on June 3, 1985. This consent is granted upon the following terms and conditions:

2. Term. This consent shall take effect as of March 1, 1995, shall continue only during the pleasure of the Grantor and shall be revocable at any time by the Grantor, and shall expire on June 30, 2006 (the "Expiration Date"). The Grantee agrees that not later than six months prior to the aforesaid expiration of the term of this consent, it will petition the Grantor in writing for either a renewal or discontinuance thereof.

3. Annual compensation. (a) The Grantee shall pay into the treasury of the City of New York (the "City") as compensation for the privilege hereby granted the following:

For the period March 1, 1995 to June 30, 1996 –$200,507
For the period July 1, 1996 to June 30, 1997 –$159,561
For the period July 1, 1997 to June 30, 1998 –$166,985
For the period July 1, 1998 to June 30, 1999 –$174,409
For the period July 1, 1999 to June 30, 2000 –$181,833
For the period July 1, 2000 to June 30, 2001 –$189,257
For the period July 1, 2001 to June 30, 2002 –$196,681
For the period July 1, 2002 to June 30, 2003 –$200,105
For the period July 1, 2003 to June 30, 2004 –$211,529
For the period July 1, 2004 to June 30, 2005 –$218,953
For the period July 1, 2005 to June 30, 2006 –$226,377

(b) Annual payments shall be made in advance on or before July 1 of each year, provided, however, that the first payment shall be made within thirty (30) days after the date of the final approval of this consent by the Mayor (the "Approval Date") and shall be the sum due for the period March 1, 1995 to June 30, 1996, less any payments already made pertaining to the aforesaid period. Grantor hereby acknowledges receipt of $187,462 in payment of this charge.

(c) In the event the Grantee continues the maintenance and operation of the Structure after and in spite of the termination or expiration of this consent, the Grantee agrees to pay to the City

the compensation as set forth herein at the rate in effect at the time of such termination or expiration and in the manner set forth herein, together with all taxes with respect to this structure it would have been required to pay had its maintenance and operation been duly authorized. Such payments shall not be deemed to constitute an extension of this consent and all of the City's rights shall remain in full force and effect notwithstanding such payments. Such rate of compensation shall continue up to the date of the restoration of the street after the removal, or deactivation at the discretion of the grantor, of the Structure.

(d) In the event that a future agreement for this Structure becomes effective subsequent to the expiration of this agreement, it is understood and agreed that as a condition of such future grant of consent the fees charged under such grant may be at the rate in effect during the period following the expiration date of this agreement.

(e) In the event any payment is not made on or before the date such payment is due, interest on such payment shall apply from the date such payment is due at the rate of one and one-half percent (1 1/2%) per month. If the Grantee shall fail to pay such compensation or taxes, or the interest thereon, if any, the Comptroller may withdraw the amounts thereof from the security fund hereinafter provided for. If the compensation or taxes owed exceeds the amount available in the security fund the Grantee shall be liable for the shortfall, and shall pay such to the City upon demand.

(f) The compensation provided herein shall not be considered in any manner in the nature of a tax, but shall be in addition to any and all taxes of whatsoever kind or description now or hereafter required to be paid under any local law of the City or by any law of the State of New York.

(g) The Grantee shall have the right, without further consent from The City of New York, to lease the pipeline to Ogden Aviation Service Company of New York, Inc. and to have the pipeline operated and maintained by Buckeye Pipe Line Company, L.P. for and on behalf of Ogden Aviation Service Company of New York, Inc.

4. Removal or deactivation of structure. Within ten (10) days after the revocation or termination of this consent, the Grantee shall cause the Structure to be removed, or deactivated at the discretion of the Grantor, and all of the street affected thereby to be restored to its proper condition to the satisfaction of the Grantor. The entire cost of such work shall be borne by the Grantee.

If Grantee fails to so remove or deactivate the Structure, or so restore such street, within the time period stated above, Grantor shall have the right to cause the Structure to be removed or deactivated and such street to be restored. The cost to Grantor of causing such removal or deactivation and/or restoration shall be recovered from the security fund as provided for in this consent.

If the cost of removal or deactivation and/or restoration exceeds the amount available in the security fund, the Grantee shall be liable for the shortfall, and shall pay such to the City upon demand.

5. Restrictions against transfer. This consent is for the exclusive use of the Grantee and solely for the purpose hereinabove mentioned and shall not, either in whole or in part, be sold, assigned, leased or sublet in any manner, nor shall title thereto, or right, interest or property therein pass to or vest in any other person, firm or corporation whatsoever, either by the acts of the Grantee or by operation of law, without the express written consent of the Grantor, which consent may be withheld by the Grantor in its sole discretion.

6. Grantee responsible for all costs. The Grantee shall pay the entire cost of all work, labor and material in connection with the Structure, and particularly,

(a) construction, maintenance and removal or deactivation of the Structure;
(b) the protection of all structures which shall in any way be disturbed by the construction, deactivation or removal of the Structure;
(c) any and all changes in sewers or other subsurface structures necessitated by the construction, *deactivation or removal of the Structure*, including the laying or relaying of pipes, conduits, sewers or other structures;
(d) the replacing or restoring of the pavement in the affected street which may be disturbed during the construction, deactivation or removal of the Structure;
(e) each and every item of the increased cost of the installation of any future structures or repairs or alterations to any existing or future structures caused by the presence in the street of the Structure; and
(f) the inspection of all work during the construction, deactivation or removal of the Structure as herein provided which may be required by the Grantor, the Department of Environmental Protection, or any other governmental body having jurisdiction.

7. Construction requirements. Prior to the commencement of any construction, alteration, deactivation or removal of the Structure, the Grantee shall obtain, at its sole cost and expense, any and all licenses, permits or other forms of approval or authorization which may be required by Grantor, the Department of Environmental Protection, or any other governmental body having jurisdiction. The Grantee shall perform all the duties which may be imposed by those agencies as conditions of such forms of approval or authorization, provided such conditions are not

inconsistent with the provisions of this consent. The Grantee shall submit to the Grantor working plans which shall include and show in detail the method of construction of the Structure and the mode of protection or changes in all structures required by the construction, alteration, deactivation or removal of the same.

Upon the completion of the work the Grantee shall furnish to the Grantor, the Department of Environmental Protection, and to any other governmental body having jurisdiction, plans of such character as may be directed, showing accurately and distinctly the location, size and type of construction, and complete dimensions of the Structure erected or installed under this consent; also the location and dimensions of all substructures encountered during the progress of the work.

If so ordered by the Grantor, all work in connection with the installation, repair, deactivation or removal of the Structure shall be carried on only at night or continuously for twenty-four (24) hours each day.

8. City's access paramount. The Grantee shall allow to the City a right of way under or above any part of the Structure for any and all structures which are now or may be hereafter placed in the affected street by the City.

If, in the exercise of the sole discretion of the Grantor, the Grantor at any time decides to replace, alter or otherwise gain access to any structure located in or on the street that is affected by the Structure, the Grantor shall have the right to break through or remove all or any portion of the Structure. The cost to the Grantor of breaking through or removing the Structure shall be recovered from the security fund as provided for in this consent. If the cost of breaking through or removal exceeds the amount available in the security fund, the Grantee shall be liable for the shortfall, and shall pay such to the City upon demand.

9. Structure subject to City's supervision. The Structure and any fixtures laid therein shall be constructed, maintained and operated subject to the supervision and control of the proper authorities of the City. The Structure shall be open at all times to the inspection of all the authorities having jurisdiction.

10. Consent subject to rights of abutting property owners. This consent is subject to whatever right, title or interest the owners of abutting property or others may have in and to the affected street.

11. No rights conveyed. The Grantee acquires no right, title or interest in the space permitted to be occupied herein and it is expressly understood that said occupancy is considered temporary.

12. Maintenance of structure. The Grantee agrees to maintain the Structure in good, clean condition and shall not allow it to deteriorate, become unsightly, or develop into a dangerous condition or a condition which is not in the best interests of the general public.

13. No alienation of City's rights. It is expressly understood that the grant of this consent will not alienate or diminish the absolute right of the City to reenter into full possession of the street space described herein for any reason whatsoever, free of any encumbrance or obligation, upon the expiration of this consent or upon its revocation and cancellation.

14. Unconditional right of revocation. The Grantee expressly agrees that the Grantor may unconditionally revoke this consent and terminate the period thereof at any time without liability, at will, any provision herein to the contrary notwithstanding. In the event of such revocation and termination, the Grantee shall remain liable for the due and full performance of all the terms, covenants and conditions contained herein to be performed up to the time of said termination, and the Grantee's obligation to pay compensation shall continue up to the date of the removal of the Structure, or its deactivation at the discretion of the Grantor, and the restoration of the street affected thereby to the satisfaction of the Grantor.

15. Security fund. This agreement is contingent upon the express condition that in advance of the Approval Date, and before anything is done in exercise of the privilege conferred hereby, the Grantee shall deposit with the Comptroller of the City the sum of Sixteen Thousand One Hundred Dollars ($16,100), in such form as shall be acceptable to the Comptroller, which sum together with the security of Fifty Thousand Dollars ($50,000) heretofore deposited with the Comptroller of the City of New York for the faithful performance of all the terms and conditions of this consent under which the structure was heretofore maintained, shall constitute a fund of Sixty-Six Thousand One Hundred Dollars ($66,100) which fund shall be security for (a) performance of all the terms and conditions of this consent and (b) the payment of all sums of money (including taxes) which may be due the City because of the construction, maintenance, operation, use, abandonment, deactivation or removal of the Structure.

In case of default in the performance by Grantee of any of such terms and conditions, the Grantor shall have the right to cause the work to be done and the materials to be furnished for making the necessary changes or repairs, after ten (10) days' notice to the Grantee, and shall collect the cost thereof from the security fund, or in case of default in the payment of the annual charge or in the payment of any other sum of money (including taxes) which may become due to the City because of the construction, maintenance,

operation, use, abandonment, deactivation or removal of the Structure, the Grantor shall collect the same, with interest, from the security fund after ten (10) days' notice in writing to the Grantee.

In case of any drafts so made upon the security fund, the Grantee shall, upon ten (10) days' notice in writing, pay to the Comptroller of the City a sum of money sufficient to restore the fund to the original amount and in default of the payment thereof, this consent may be cancelled and annulled, at the option of the Grantor.

If the amount deposited in the security fund is insufficient to cover any costs to the Grantor or any sum of money due to the Grantor, the Grantee shall be liable for the shortfall and shall pay such to the City upon demand.

Upon the termination or revocation of this consent, and at such time as the Structure has been removed, or deactivated at the discretion of the Grantor, and the street affected thereby has been restored to its proper condition to the satisfaction of the Grantor, in accordance with the terms of this consent, any amount remaining in the security fund shall be repaid to Grantee without interest.

No action or proceeding or rights under the provisions of this section shall affect any other legal rights, remedies or causes of action belonging to the City.

The Grantee shall place on deposit each year, not later than July 1, $16,100, which shall be an amount additional to that which is or will already be on deposit for the period from July 1, 1995 to June 30, 2006.

16. Notice required before work commences. Grantee shall give notice, in writing, to the Grantor, the Department of Environmental Protection, and any other governmental body having jurisdiction of its intention to begin the work hereby authorized at least forty-eight (48) hours before such work commences.

17. Discrimination prohibited. Pursuant to applicable laws prohibiting discrimination in employment, the Grantee agrees that it will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment.

18. Compliance with applicable laws. This consent is granted on the further and express condition that Grantee shall strictly comply with all applicable laws now in force or which may hereafter be adopted.

19. Indemnification and insurance. To the extent permitted by law, the Grantee shall be liable for, and shall hold the City, its officers, agents, servants or employees (the "Indemnities") harmless from, all liabilities, obligations, fines, damages, penalties, claims, charges and expenses (including, without limitation, reasonable attorneys' fees and disbursements) ("Damages") that may be imposed upon or incurred by or asserted against any of the Indemnities arising out of the construction, operation, maintenance, use, abandonment, deactivation or removal or by any reason of any defect or deterioration of the Structure, or otherwise in connection with this consent, whether or not the Damages are due to the negligence or otherwise of the City, its officers, agents, servants or employees. It is a condition of this consent that the City assumes no liability for Damages to either persons or property on account of this consent. The Grantee shall, within ten (10) days after the Approval Date and before anything is done in exercise of the privilege conferred hereby, furnish and maintain on file with the Grantor, throughout the term of this consent, a certificate of insurance issued by a company authorized to do business in the State of New York, evidencing insurance coverage of the Grantee, the City and the Grantor for any injuries or damages occurring on, or in proximity to, the Structure, arising out of or as a result of the construction, operation, maintenance, use, abandonment, deactivation or removal or by any reason of any defect or deterioration thereof, and identifying the City and the Grantor as additional insureds, in the following minimum amounts: for bodily injury, including death, and property damage, (a) $2,000,000 any one person and (b) $35,000,000 for any one occurrence.

All insurance policies shall provide for at least 45 days prior written notice to be given to the City in the event that any coverage is modified to the detriment of the City, canceled, or not renewed. At least thirty (30) days prior to the expiration of each policy period, the Grantee shall deliver to the City a certificate of insurance evidencing a replacement policy to be effective immediately upon the termination of the previous policy. In no event shall a lapse in the insurance coverage required under this Section occur at any time during the existence of the Structure, and replacement coverage meeting the requirements of this Section shall be in effect prior to the expiration of any policy period. The insurance requirements set forth in this Section shall in no way be intended to modify, limit or reduce the Grantee's obligations under any other indemnifications made in this consent by the Grantee to the City, or limit the Grantee's liability under this consent to the limits of the policies of insurance required to be maintained by the Grantee, hereunder. Any insurance maintained pursuant to this agreement shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be cancelled, terminated or modified to the detriment of t he City,

nor may the insurer's intention not to renew be implemented until forty-five (45) days after receipt by the New York City Department of Transportation, Division of Franchises, Concessions and Consents, of a written notice delivered by the insurer via registered mail of such intent to so cancel, terminate, modify or not to renew." Failure to maintain insurance coverage in the foregoing amounts shall be a default under this consent.

20. INVESTIGATION CLAUSE

20.01 The parties to this agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry relative to this agreement conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to this agreement or when it is the subject of the investigation, audit or inquiry.

20.02 A hearing shall be convened in accordance with section 20.03 below if (a) any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding, refuses to testify concerning the award of, or performance under, this agreement, before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath; or (b) any person refuses to testify concerning the award of, or performance under, this agreement, for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony.

20.03 (a) The commissioner or agency head whose agency is a party in interest to this agreement shall convene a hearing, upon not less than five (5) days' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

(b) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend this agreement pending the final determination pursuant to section 20.05 below without the City incurring any penalty or damages for delay or otherwise.

20.04 The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

(a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination of any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(b) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation of termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

20.05 The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate.

(a) The parties' good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

(d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has significant interest in an entity subject to penalties under section 20.04 above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in section 20.03(a) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

20.06 (a) The term "license" or "permit" as used herein shall be defined as a license, permit, revocable consent, franchise or concession not granted as a matter of right.

(b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

21. Special construction requirements The Grantee shall perform such other special construction requirements as are contained in Schedule B attached hereto and made a part hereof, if any.

22. Severability and Headings The clauses and provisions of this Revocable Consent Agreement are intended to be severable. The unconstitutionality or unconscionability of any term, clause or provision shall in no way defeat the effect of any other term, clause or provision.

Section and other headings are inserted for convenience only and shall not be used in any way to construe the terms of this Agreement.

SCHEDULES A AND B

Section A

N/A

Schedule B

The Grantee shall comply with the following Fire Department conditions:

1) The maximum permitted operating pressure shall be no more than 1076 p.s.i. All piping replacements and pipe repairs shall be with a grade that will provide for the pipeline to operate at a pressure which in combination with earth, static, and dynamic loads on the pipeline, will not exceed 40% or less of the minimum yield strength of the pipe.

2) The Grantee shall maintain the entire pipeline system under constant supervision of persons holding Certificate of Fitness from the Fire Department for supervision, maintenance, and operation of the pipeline. This supervision shall be maintained seven days a week, Saturdays, Sundays, and Holidays.

3) Route maps to be furnished to the Fire Department for use by operating forces along the pipeline route.

4) Route maps to be furnished to other agencies or private corporations which might have occasion to excavate along the pipeline route. i.e. Bureau of Highways, Department of Buildings, NYNEX, New York Telephone Company, Metropolitan Transportation Authority, L.I.R.R., etc.

5) The Grantee shall properly maintain all pipeline identifying equipment such as pipeline markers, identifying tape, valve station signs, crossing signs, etc.

6) The Grantee shall maintain the leak detection system for the entire pipeline system in proper working order to the satisfaction of the Fire Department and periodically test same.

7) The Grantee shall submit quarterly reports to the Fire Department that include information of foot patrols, operating problems, etc., and all other pertinent information.

8) The Grantee shall provide that sectional valves be protected against unauthorized closure, easily accessible to the Fire Department for shut-off emergencies only, and shall make provision for access, directional, and operating signs where applicable.

9) The Grantee shall provide a minimum earth cover of 3-feet for all sections of the pipeline within New York City.

10) The Grantee shall maintain at all times cathodic protection for the pipeline, and shall annually submit certification to the Bureau of Fire Prevention by an independent firm of engineers specializing in corrosion protection.

11) The Grantee shall maintain the entire length of the pipeline system free of all vegetation (trees, bushes, shrubs, excessive grass growth, etc.)

12) The Grantee shall comply with all Federal, State, and New York City Rules, Regulations, Codes, Directives, etc., and shall conform to all current procedures, agreements, etc., as set forth by the Bureau of Fire Prevention.

In Witness Whereof, the parties hereunder have caused this revocable consent to be executed.

GRANTOR:
DEPARTMENT OF TRANSPORTATION
DIVISION OF FRANCHISES, CONCESSIONS AND CONSENTS

By: _____
Wendy Goldman
Executive Director

Accepted and agreed to:
GRANTEE:

La Guardia Fuel Facilities Corporation

By: _____
(Signature)

JOHN W BAUKNECHT
(Print Name of Signatory)

VICE-PRESIDENT
(Title)

Oct. 20, 1995
(Date)

The foregoing consent is hereby approved.

RUDOLPH W. GIULIANI, MAYOR

By: _____
Richard Bonamarte
Director, Mayor's Office of Contracts

Dated, New York December 13, 1996

Approved as to form
Certified as to legal authority

By: _____
Acting Corporation Counsel

OCT 02 1995
(Date)

RENEWAL FRM.
Acknowl. Page
Revised January 1994

Acknowledgement by Executive Director

State, City and County of New York, ss.:

On this 8th day of December, 1995, before me personally came Wendy E. Goldman to me known and known to be the Executive Director of the Department of Transportation, Division of Franchises, Concessions and Consents of the City of New York; the person described as such in and who as such executed the foregoing instrument and she acknowledged to me that she executed the foregoing instrument and she acknowledged to me that she executed the same as Executive Director for the purposes therein mentioned.

Thomas C. Wu

Notary Public ~~or Commissioner of Deeds~~

THOMAS C. WU
NOTARY PUBLIC, State of New York
No. 41-4966235
Qualified in Queens County
Commission Expires April 30, 1996

RENEWAL FRM.
Acknowl. Page
Revised January 1994

Acknowledgement by Corporation

State, City, and County of New York, ss.,

On this 20th day of October, 19 95, before me personally came John W. Bauknecht, who being by me duly sworn, did depose and say that he/~~she~~ resides in the City of _____; that he/~~she~~ is the Vice President of LaGuardia Fuel Facilities Corporation, the corporation described in and which executed the foregoing instrument; that he/~~she~~ knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order or resolution of the Board of Directors of said corporation; and that he/~~she~~ signed his/~~her~~ name thereto by like order or resolution.

Notary Public or Commissioner of Deeds

RUSSELL R. MALLON JR.
Notary Public, State of New York
No. 4754275
Qualified in New York County
Commission Expires November 30, 1995

FIRST AMENDMENT OF LICENSE

FIRST AMENDMENT OF LICENSE, made as of January 24, 1997, by and between THE LONG ISLAND RAIL ROAD COMPANY a public benefit corporation organized under the laws of the State of New York having an office at Jamaica Station Building, Jamaica, New York 11435 ("Licensor" or "Railroad") and LA GUARDIA FUEL FACILITIES CORPORATION a corporation of the State of New York, having an office at 2 Pennsylvania Plaza, in the County, City, and State of New York, ("licensee" or "Pipe Line");

WHEREAS, Licensor and Licensee entered into that certain license agreement, dated September 1, 1973 (the "License Agreement");

WHEREAS Licensor and Licensee are parties to the above referenced License Agreement for the erection, construction, installation, use, operation, maintenance, replacement and removal of two subsurface pipelines being: a) 1,342 linear feet through Licensor's Blissville Yard ("Parcel 1"); and b) 2,885 linear feet along Licensor's right-of-way north of Barnett Avenue from 43rd Street and Woodside Avenue ("Parcel 2"), both parcels being in the County of Queens, City and State of New York; and

WHEREAS said License Agreement provides for a term of twenty (20) years ending July 31, 1995;

WHEREAS Licensee no longer requires the use of both parcels 1 and 2 and desires to terminate its license to use Parcel 2; and renew the License Agreement with respect to Parcel 1 for an additional ten (10) years;

WHEREAS Licensor is agreeable to the termination and surrender of Licensee's license to use Parcel 2; and to the renewal of the License Agreement with respect to Parcel 1 for an additional ten (10) years;

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained, the Licensor and the Licensee agree to the following:

1. The License Agreement shall be renewed for a period of ten (10) years commencing August 1, 1995 and ending July 31, 2005 (the "Renewal Period") unless sooner terminated as provided, by operation of law or otherwise.

2. Licensee hereby surrenders its license to use Parcel 2, and Licensor hereby accepts such surrender as of August 1, 1995.

3. Section 16, Insurance, of the License Agreement is hereby replaced, in its entirety, with the following:

A. Licensee shall and will at all times during the continuance of the license, at Licensee's sole cost and expense, provide the following insurances which must be written in a form and by an insurer satisfactory to the Licensor:

i. Commercial General Liability Insurance covering any occurrences that may arise out of the operations to be performed by Licensee on the Area, including coverage for bodily injuries or death, property damages, personal injury with employee exclusion voided, contractual liability written specifically for this agreement, completed operations and broad form, property damage. The limits of liability shall be $5,000,000.00. Contractual liability exclusion applicable to work to be performed within fifty (50) feet of railroad tracks must be voided. Said policy must be endorsed to provide coverage for sudden and accidental pollution. The Long Island Rail Road and the Metropolitan Transportation Authority ("MTA") must be included as additional insureds.

During any period of time that the pipeline on Parcel 1 is actually operated and/or maintained by a third party contractor, Licensee may elect to have such contractor provide the sudden and accidental pollution coverage required herein for such period of actual operation.

B. During any construction, installation, maintenance, repair, renewal or removing, Licensee shall procure or will require its contractor to procure and maintain during the entire period of the work the following insurance which must be written in a form and by an insurer satisfactory to the Licensor:

i. New York State Workers' Compensation and Employers' Liability Insurance.

ii. Commercial General Liability Insurance covering the work to be performed providing limits of $2,000,000.00 per occurrence and including the following coverages:

- Bodily Injury or Death
- Property Damage
- Independent Contractor Coverage
- Personal Injury - With Employee Exclusion Voided
- Contractual Liability Written Specifically for the Contract
- Completed Operations
- Broad Form Property Damage
- Additional Insured Endorsement Naming:
  - The Long Island Rail Road Company
  - Metropolitan Transportation Authority
- Contractual Liability exclusion applicable to work with 50 feet of railroad tracks must be voided
- Policy must not contain any "x, c, u," exclusions

iii. Automobile Liability Insurance providing bodily injury and property damage, subject to a limit of $2,000,000.00 covering all vehicles used in connection with the work to be performed. The following must be protected as additional insureds:
- The Long Island Rail Road Company
- Metropolitan Transportation Authority

iv. Railroad Protective Liability Insurance Policy (ISO-RIMA or equivalent form) covering the work to be performed at the designated job site and affording protection for damages arising out of bodily injuries or death, injury to or destruction of property, including damage to the insureds own property and conforming to the following:

- The Long Island Rail Road Company and the Metropolitan Transportation Authority are the named insureds.
- Liability limit shall be $5,000,000.00 each occurrence. If policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded.
- Physical Damage definition of the policy form must be amended to mean direct and accidental loss of or damage to all properties of the insured including property in the insureds care, custody or control.
- Full name and address of the contractor purchasing the insurance must be stated.
- The insured shall be indicated as the governmental authority for whom the work will be performed.

The use of any equivalent form to ISO-RIMA must provide equal or superior coverage as determined solely by the Long Island Rail Road Risk Management.

C. Licensee or Licensee's contractor shall furnish to Licensor's Risk Manager, the Certificates of policies A(i) and B(i), (ii) and (iii) using the Railroad Insurance Certificate form. Evidence of Railroad Protective Policy B(iv), must be provided in the form of the original policy or a detailed binder pending the issuance of the original policy. These policies shall provide that thirty (30) days advance notification shall be given in writing of any material change or cancellation of the policy.

Nothing herein contained shall be deemed to limit the Licensee's or its Contractor's liability under the indemnification provision to the amounts or coverage of the insurance furnished.

In the event the Licensee elects to self-insure any of the insurance it is required to provide, a Surety Bond, indemnifying against all costs and expenses resulting from any and all losses,

damages, detriments, suits, claims, demands, costs and charges which the Licensor or MTA may directly or indirectly suffer, sustain or be subjected to by reason of or occurring on account of the construction, installation, existence, operation or use of the pipeline(s). Said Bond must be written by an insurer and in a form acceptable to the Licensor. The original Bond must be on file with the Licensor

Licensor reserves the right to review the insurance risks or limits, or any other requirement under this paragraph, every five (5) years during the renewal period. Any changes shall be effective as of August 1, 2000. Upon such review, Licensee shall provide such insurance covering such risks and in such limits as may be reasonably required by Licensor against any insurable risks which at the time are customarily insured against in the case of pipeline operations in the New York-New Jersey-Connecticut area, including, without limitation, Environmental Liability Insurance, due regard being given to the scope of Licensee's operations; the cost and availability of the insurance required; Licensee's financial condition; the type and amount of insurance being provided by Licensee pursuant to agreements with its other lessors or licensor with respect to pipeline properties and any other pertinent factors. Under no circumstances, however, shall the insurance risks, limits or other requirement at any time during the renewal period be any less than that specified hereinabove for the first five years of the renewal period. Any changes shall be effective as of August 1, 2000.

4. Section 19, Term of Agreement, of the License Agreement is hereby stricken in its entirety.

5. Paragraphs (a) and (b) of Section 20, Compensation, of the Licensee Agreement is hereby replaced with the following:

   a) Licensee shall and will pay to Licensor during the Renewal Period of the License Agreement, as compensation for the license herein granted the annual amounts specified herein. Payment shall commence August 1, 1995.

Period	Total for the Period	Annual Amount	Monthly Amount
August 1, 1995 to July 31, 2000	$ 93,940	$ 18,788	$ 1,565.67
August 1, 2000 to July 31, 2005	108,030	21,606	1,800.50

Said sum is to be paid in the monthly installment indicated in advance on the first day of each and every month at the office of Licensor's Treasurer, Jamaica Station Building, Jamaica, New York, 11435 or at such other place as Licensor may from time to time designate.

b) Any delay or failure of Licensor in computing or billing for the compensation adjustments hereinabove provided, shall not constitute a waiver of or in any way impair the continuing obligation of Licensee to pay such compensation adjustments hereunder.

If Licensee fails to pay compensation to Licensor on or before the day such compensation is due under the License Agreement, then Licensee shall, at Licensor's option, pay to Licensor interest at an annual rate equal to 2% over the prime rate then charged by Chemical Bank at the time such payment was due, prorated at the annual rate for the period from such due date to the date of payment.

The last paragraph of Section 20 beginning:

"All compensation, costs, and charges under this agreement...."

is hereby stricken.

6. Section 23, Termination, of the License Agreement is hereby stricken in its entirety, and all references to Section 23 contained in Section 29 or else where in the License Agreement are hereby null and void.

7. This First Amendment shall become effective on August 1, 1995.

8. Except as specifically amended herein, all of the terms and conditions of the existing License Agreement shall remain in full force and effect.

9. This First Amendment contains the sole and entire understanding and agreement of the parties with respect to its subject matter and all prior negotiations, discussions, representations, agreements and understandings heretofore had between them with respect thereto are merged herein.

10. In the event of any conflict between the terms and conditions of this First Amendment and terms and conditions of the License Agreement, the terms and conditions of this First Amendment shall control.

IN WITNESS WHEREOF, Licensor and Licensee have duly executed this amendment of the aforesaid License.

LA GUARDIA FUEL FACILITIES CORPORATION

Name:
Title: Vice President

LONG ISLAND RAIL ROAD COMPANY

Thomas F. Prendergast
President

Ex.1

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK)

)

COUNTY OF New York)ss.:

On the 29th day of October, 1996, before me personally came Bruce R. Pashley, to me known and who being by me first duly sworn, did depose and say that he/she resides at _____; that he/she is the Vice President of LA GUARDIA FUEL FACILITIES CORPORATION, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of said corporation, and that he/she signed his/her name thereto by like order.

RUSSELL R. MALLON JR.
Notary Public, State of New York
No. 4754275
Qualified in New York County
Commission Expires November 30, 1997

(Affix Notary Stamp)

LONG ISLAND RAIL ROAD ACKNOWLEDGEMENT

Ex.1

STATE OF NEW YORK)

) ss.:

COUNTY OF QUEENS)

On the 24th day of January, 1997, before me personally came Thomas F. Prendergast, to me known and who being by me duly sworn, did depose and say that he resides at , and he is the President of THE LONG ISLAND RAIL ROAD COMPANY, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Laura Lee Florimonte

Notary Public

(Affix Notary Stamp)

LAURA LEE FLORIMONTE
Notary Public, State of New York
No. 4750330
Qualified in Suffolk County
Commission Expires March 30, 1998

Attachment to First Amendment to
Consent to Pipeline Operating Agreement
effective as of August 1, 1995

FIRST AMENDMENT

TO

AGREEMENT

BETWEEN

OGDEN AVIATION SERVICE COMPANY OF NEW YORK, INC.

AND

BUCKEYE PIPE LINE COMPANY, L.P.

(c) sample and test aviation fuel batches received at Linden, New Jersey, in accordance with Buckeye's standard procedures, which shall include, flash and gravity tests, membrane color rating (millipore), water separation characteristics (MSEP) and free water, and in addition draw a one gallon composite sample that shall be retained for a period of thirty (30) days after the receipt of a batch at Linden, and make the same available to Ogden at its request.

6. Paragraphs 302(a) and (b) of the Pipeline Operating Agreement are hereby changed to read:

(a) with respect to the Pipeline, monitor the cathodic protection system and take action to mitigate the detrimental effects of coating deterioration, equipment aging or failure, foreign structural interference, changes in stray earth currents, and other similar occurrences, and with respect to the Pipeline Receiving System, (i) monitor the cathodic protection system, advise Ogden of cathodic protection measurements, and make recommendations to Ogden concerning those cathodic protection repairs or modifications that Buckeye believes to be advisable, and (ii) in the event Ogden fails to make recommended repairs or modifications within a reasonable period of time, Ogden shall be responsible for any subsequent piping failure due to corrosion;

(b) maintain liaison with the New York Fire Department Bureau of Fire Prevention and other governmental bodies, file periodic reports with copies to Ogden of line patrol frequency and findings, valve manual checks, and other matters now, or hereafter, required by the Fire Department of New York and other governmental bodies;

7. Paragraph 303 of the Pipeline Operating Agreement is hereby amended by the addition of the following sentence:

Buckeye's obligations in Paragraph 301 and 302 shall include compliance with the obligations of the Facilities Corporation

under the Pipeline Franchise, including the Long Island Rail Road Company License, as amended from time to time, insofar as the same applies to the operation or maintenance of any part of the Pipeline System.

8. Paragraph 302(f) of the Pipeline Operating Agreement is hereby deleted.

9. Paragraph 302(j) of the Pipeline Operating Agreement is hereby amended to read:

> (j) test, calibrate and repair as required the leak detection instrumentation at the Pipeline Receiving Station; and

10. At the end of the first sentence in paragraph 501 of the Pipeline Operating Agreement there is hereby inserted the words ", except as may otherwise be authorized in this Agreement."

11(a) Subparagraph B.1 paragraph 701 of the Pipeline Operating Agreement is hereby amended to read:

> B.1. Comprehensive General Liability including contractual and products hazards and covering claims or losses arising out of a sudden and accidental discharge of fuel from the Pipeline, single limit, bodily injury and property damage combined, of $35,000,000.00 per occurrence, with the Port Authority, the Long Island Rail Road, the Metropolitan Transportation Authority, Facilities Corporation, Ogden, The City of New York and the Contracting Airlines and each of them named as additional insureds.

(b) Subparagraph B.2 of paragraph 701 of the Pipeline Operating Agreement is hereby amended by changing the dollar figure "$250,000" to "$2,000,000."

(c) Subparagraph B.3 of paragraph 701 of the Pipeline Operating Agreement is hereby amended to read:

B.3	Environmental Impairment Liability	$4,000,000 per claim subject to a deductible of $50,000 per claim and $8,000,000 annual policy aggregate

First Amendment to the Pipeline Operating Agreement

FIRST AMENDMENT, dated as of August 1, 1995, to Agreement, dated as of November 15, 1972, between ~~Ogden~~ Allied Aviation Service Company of New York, Inc. ("Ogden") and Buckeye Pipe Line Company, which Agreement as amended by this First Amendment is herein called the "Pipeline Operating Agreement".

WHEREAS:

A. Concurrently with the execution of this First Amendment The Port Authority of New York and New Jersey ("Port Authority"), the LaGuardia Fuel Facilities Corporation ("Facilities Corporation"), Ogden and Buckeye have entered into a First Amendment to Consent to Pipeline Operating Agreement pursuant to which the Port Authority has consented to this First Amendment subject to the terms and conditions specified therein, a copy of which is attached hereto as Exhibit D3-1.

B. The parties hereto desire to amend the Pipeline Operating Agreement as provided in this First Amendment.

IT IS AGREED:

1. The term "Allied" where appearing in the Pipeline Operating Agreement shall mean "Ogden", and the term "Buckeye" where appearing in the Pipeline Operating Agreement shall mean "Buckeye Pipe Line Company, L.P., a Delaware limited partnership, with an office for the transaction of business at 3900 Hamilton Boulevard, Allentown, Pennsylvania." The general partner in Buckeye is Buckeye Pipe Line Co., a Delaware corporation, having the same business address as Buckeye.

2. In the third line of paragraph 3 under the Witnesseth section of the Pipeline Operating Agreement after the words "at the Airport" there is hereby inserted the words "for the account of any Contracting Airline and".

3. In the first line of paragraph 105 of the Pipeline Operating Agreement after the words "shall mean" there is hereby inserted the words "any Contracting Airline and".

4. Paragraph 109 of the Pipeline Operating Agreement is hereby changed to read:

> 109. The term "expiration date" shall mean July 31, 2000.

5. Paragraph 301(c) of the Pipeline Operating Agreement is hereby changed to read:

(d) At the end of the second line of subparagraph A of paragraph 701 of the Pipeline Operating Agreement change "$100,000 per person" to read "$500,000".

12. Paragraph 702 of the Pipeline Operating Agreement is hereby amended by adding "the Long Island Rail Road, the Metropolitan Transportation Authority" after the words "City of New York" in the second and seventh lines.

13(a) Subparagraph 703(a) of the Pipeline Operating Agreement is hereby amended by the addition at the end of the following sentence:

> Any additional insurance premium cost incurred by Buckeye in providing the insurance required in this subparagraph (a) shall be reimbursed by Ogden following the receipt by Ogden from Buckeye of an invoice therefore describing such additional premium cost and representing that the same has been paid in full by Buckeye.

(b) Paragraph 705 of the Pipeline Operating Agreement is hereby amended by deleting the period at the end and adding the following words:

> , provided Ogden, Facilities Corporation and Buckeye agree that such repair or replacement is advisable in the circumstances.

14. Paragraph 802 of the Pipeline Operating Agreement is hereby amended by deleting the period at the end and adding the following words: "; provided that this Agreement shall survive either of such events in the event Ogden's successor as lessee of the Pipeline and/or as licensee to use the Pipeline Receiving Station agrees to assume Ogden's obligations hereunder from and after the effective date of either such events."

15. Paragraph 1101 of the Pipeline Operating Agreement is hereby amended by the addition at the end of the following:

> Any notice, direction, consent or approval which may be or is required to be given or delivered hereunder shall be in writing and shall be sent by registered or certified mail, postage prepaid, addressed to Buckeye at 3900 Hamilton Boulevard, Allentown, Pennsylvania 18103 (or at such other address

as it may designate in writing) and to Ogden or the Facilities Corporation at Two Pennsylvania Plaza, New York, New York 10121-0032 (or at such other address as either may designate in writing).

16. In paragraph 1201 of the Pipeline Operating Agreement the first and second sentences are hereby deleted and the following is hereby inserted in their place:

> Buckeye may not assign this Agreement without the prior written consent of Ogden and the Facilities Corporation, which consent will not be unreasonably withheld.

17. Except as herein specifically amended, the Pipeline Operating Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed.

Ogden Aviation Service Company
of New York, Inc.

By: Robert L. Rose

~~By:~~ _____ President
its

Buckeye Pipe Line Company, L.P.
by Buckeye Pipe Line Co., its
general partner

By: _____
its Senior Vice President

LaGuardia Fuel Facility Corporation hereby consents to the sublease of the Pipeline (as defined in the Pipeline Operating Agreement) by Ogden to Buckeye for the term provided in the foregoing First Amendment.

LaGuardia Fuel Facilities Corporation

By: Robert L. Rose

~~By:~~ _____ President
its

Form CSL: All-Purpose Ack. N.Y. (rev 9/1/99)

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

On the 29TH day of NOVEMBER in the year ~~199~~ 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared DAVID KAGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)
GAIL E. MITCHELL
NOTARY PUBLIC STATE OF NEW YORK
NO. 01MI6026210
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JUNE 14, 2007

Commonwealth ~~STATE~~ OF Pennsylvania)
) ss.
COUNTY OF Delaware)

On the 1st day of Dec. in the year 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared Steven C. Ramsey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Robin Clark
(notarial seal and stamp)
Notarial Seal
Robin L. Clark, Notary Public
Radnor Twp., Delaware County
My Commission Expires May 21, 2001
Member, Pennsylvania Association of Notaries

STATE OF Florida)
) ss.
COUNTY OF Sarasota)

On the 2nd day of June in the year ~~199~~ 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert L. Rose, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jessica Gentry
(notarial seal and stamp)
JESSICA GENTRY
MY COMMISSION # DD 232349
EXPIRES: July 15, 2007
Bonded Thru Notary Public Underwriters

Form CSL: All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF Florida)
) ss.
COUNTY Sarasota)

On the 2nd day of June in the year ~~199~~ 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert L. Rose, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jessica Gentry
(notarial seal and stamp)

JESSICA GENTRY
MY COMMISSION # DD 232349
EXPIRES: July 15, 2007
Bonded Thru Notary Public Underwriters

Commonwealth
~~STATE~~ OF Pennsylvania)
) ss.
COUNTY OF Delaware)

On the 1st day of Dec. in the year 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared Steven C. Ramsey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Robin L. Clark
(notarial seal and stamp)

Notarial Seal
Robin L. Clark, Notary Public
Radnor Twp., Delaware County
My Commission Expires May 21, 2001
Member, Pennsylvania Association of Notaries

STATE OF Florida)
) ss.
COUNTY OF Sarasota)

On the 2nd day of June in the year ~~199~~ 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert L. Rose, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jessica Gentry
(notarial seal and stamp)

JESSICA GENTRY
MY COMMISSION # DD 232349
EXPIRES: July 15, 2007
Bonded Thru Notary Public Underwriters

lga643-facon.2
sup2

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

Lease No. **AG-643**
LaGuardia Airport

SECOND AMENDMENT TO CONSENT TO FACILITIES AGREEMENT

THIS AGREEMENT, effective as of August 1, 1995, ("Second Amendment to Consent to Facilities Agreement") by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and LAGUARDIA FUEL FACILITIES CORPORATION (hereinafter called the "Sublessor") a corporation of the State of New York with an office and place of business at 2 Pennsylvania Plaza, 25th Floor, New York, New York 10121-0032 and whose representative is Mr. Dennis Blair, its Senior Vice-President, and OGDEN AVIATION SERVICE COMPANY OF NEW YORK, INC. formerly known as Allied Aviation Service of New York, Inc. (hereinafter called "Ogden") a corporation of the State of New York with an office and place of business at 2 Pennsylvania Plaza, New York 10121-0032 and whose representative is Mr. Dennis Blair, its Senior Vice-President, and AMERICAN AIRLINES, INC. a corporation of the State of Delaware with an office and place of business at 4333 Amon Carter Blvd., Box 619616, MD 5223, Fort Worth, TX 76155 and whose representative is Mr. M. R. Tatsumi, and DELTA AIR LINES, INC. a corporation of the State of Delaware with an office and place of business at 1020 Delta Blvd, Blvd. A2, 5th Floor, Hartsfield International Airport, Atlanta, GA 30320-2531 and whose representative is Mr. Scott D. Wilde, ~~and TRANS WORLD AIRLINES, INC. a corporation of the State of Delaware with an office and place of business at One City Center, 515 North 6th Street, St. Louis, MO 63011 and whose representative is Mr. Kevin H. Kerns~~, and US AIRWAYS, INC. a corporation of the State of Delaware with an office and place of business at Park Ridge II, Commerce Drive, Pittsburgh, PA 15231 and whose representative is Mr. Douglas P. Toth and UNITED AIR LINES, INC., a corporation of the State of Delaware with an office and place of business at 1200 E. Algonquin, Elk Grove Township, Chicago, IL 60007, and whose representative is Ms. P. Ziarko, and NORTHWEST AIRLINES, INC., a corporation of the State of Minnesota with an office and place of business at Dept. A4195, 5101 Northwest Drive, St. Paul, MN 55111-3034 and whose representative is Mr. J. Mark Norris, and CONTINENTAL AIRLINES, INC., a corporation of the State of Delaware with an office and place of business at 1600 HQSHF, 1600 Smith Avenue, Houston, TX 77002 and whose representative is Mr. Jack Connor, ~~and AMERICA WEST AIRLINES, INC., a corporation of the State of Delaware with an office and place of business at 4000 East Sky Harbor Blvd., Mail Code CH-FUL, Phoenix, AZ 85034, and whose representative is Ms. Charlene J. Falk~~, and MIDWEST EXPRESS AIRLINES, INC., a corporation of the State of Wisconsin with an office and place of business at 6744 South Howell Avenue HQ-14, Oak Creek,

WI 51514 and whose representative is Ms. L. Kasza, and AIR CANADA, a corporation of the Country of Canada with an office and place of business at Centre Air Canada, 025, C.P. 1000, Ville St. Laurent, QC H4Y 1C1 and whose representative is Mr. Geoff Tauvette, and SHUTTLE, INC., a corporation of the State of Delaware with an office and place of business at LaGuardia Airport, Flushing New York 11371, and whose representative is Mr. Douglas P. Toth, and MATERIAL SERVICES COMPANY, INC., a corporation of the State of Delaware with an office and place of business at 1000 Rosedale Avenue, Middletown, PA 17057 and whose representative is Mr. Richard St. Marie, and WORLD FUEL SERVICES, INC., a corporation of the State of ~~Delaware~~ Texas with an office and place of business at 700 So. Royal Poinciana, Miami Springs, FL 33166 and whose representative is Mr. Mike Clementi, ~~and BP EXPLORATION & OIL INC. acting by and through Air BP, a division of BP EXPLORATION & OIL INC., a corporation of the State of Ohio with an office and place of business at BP Amoco, Air BP, 200 East Randolph Drive, Chicago, IL 60601 and whose representative is Mr. Peter O'Callaghan, its Regional Manager, and COASTAL REFINING & MARKETING, INC., a corporation of the State of Delaware with an office and place of business at 9 Greenway Plaza, Room 430, Houston, TX 77046 and whose representative is Mr. Cory Daniels~~ , and SIGNATURE FLIGHT SUPPORT CORPORATION, a corporation of the State of Delaware with an office and place of business at Signature Plaza, 201 So. Orange Avenue, Suite 1100, Orlando, FL 32801 and whose representative is Mr. Keith Ryan (hereinafter collectively called the "Sublessee"),

WITNESSETH, That:

WHEREAS, the Port Authority heretofore as of November 1, 1972 entered into an agreement of lease with American Airlines, Inc., Delta Air Lines , Inc., Eastern Air Lines, Inc. (which no longer operates), Trans World Airlines, Inc. and United Air Lines, Inc. (hereinafter jointly, severally and collectively called the "Assignor") covering the letting by the Port Authority to the Assignor of certain premises at LaGuardia Airport as more particularly described in the Lease (which agreement of lease as the same may have been heretofore supplemented and amended and as the same is supplemented and amended by the "First Supplemental Agreement" (defined below) is herein referred to as "the Lease"); and

WHEREAS, the Lease was assigned by the Assignor to the Sublessor pursuant to an Assignment of Lease with Assumption and Consent agreement dated as of November 15, 1972 and entered into among the Assignor and the Sublessor (named therein as the Assignee) and the Port Authority and covering the consent of the Port Authority to the said assignment of the Lease from the Assignor to the Sublessor (said agreement being hereinafter referred to as the "Assignment"); and

WHEREAS, pursuant to the provisions of the Lease and of the Assignment, the Sublessor entered into a Facilities Lease and Agreement dated as of November 15, 1972 and a First Amendment to Facilities Lease and Agreement dated as of March 1, 1973 with the airlines and other parties named therein as sublessee (hereinafter collectively referred to as the "Facilities Agreement");

and

WHEREAS, Ogden is a party to the Facilities Agreement; and

WHEREAS, the Port Authority consented to the Facilities Agreement under a Consent to Facilities Agreement dated as of November 15, 1972 and under a First Amendment to Consent to Facilities Agreement dated March 1, 1973 entered into among the Port Authority, the Sublessor, the parties named as sublessee therein and Ogden (hereinafter collectively called the "Consent to Facilities Agreement"); and

WHEREAS, the Port Authority, the Assignor (with the exception of Eastern Air Lines, Inc. which no longer operates) and the Sublessor have entered into an agreement entitled, and herein referred to, as the "First Supplemental Agreement" dated as of July 31, 1995 and covering, among other matters, the extension of the term of the Lease and the extension of the Assignment ; and

WHEREAS, the Sublessor represents to the Port Authority that the Sublessor has obtained an extension of its pipeline franchise agreement from the City of New York pursuant to that certain instrument entitled "Revocable Consent Agreement" (a copy of which is attached hereto), and that the Sublessor has also obtained an extension of its pipeline license agreement from the Long Island Railroad Company pursuant to that certain instrument entitled "First Amendment of License" (a copy of which is attached hereto); and

WHEREAS, the Sublessor, the Sublessee and Ogden have entered into or are about to enter into a Second Amendment to the Facilities Agreement dated as August 1, 1995, a copy of which is attached hereto, hereby made a part hereof and hereinafter referred to as the "Second Amendment to the Facilities Agreement" (with the Sublessee being referred to therein collectively as the "Contracting Airlines"); and

WHEREAS, the prior written consent of the Port Authority to the Second Amendment to the Facilities Agreement is required;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Sublessor, the Sublessee and Ogden hereby agree effective as of August 1, 1995, as follows:

1. (a) Subject to all the terms and conditions of the Consent To Facilities Agreement and all the terms and conditions hereinafter set forth, the Port Authority consents to the Second Amendment to the Facilities Agreement.

(b) All of the terms and conditions of the Consent To Facilities Agreement,

as hereby supplemented, shall extend and apply to the Facilities Agreement as amended by the Second Amendment to the Facilities Agreement. Wherever reference is made to the Facilities Agreement, it shall be deemed to mean the Facilities Agreement as further amended and supplemented by the Second Amendment to the Facilities Agreement; and wherever reference is made to the Lease, it shall be deemed to mean and refer to the Lease as amended, supplemented and extended by the First Supplemental Agreement; and wherever reference is made to the Assignment, it shall be deemed to mean and refer to the Assignment as amended, supplemented and extended by the First Supplemental Agreement.

(c) The name "Allied" where appearing in the Consent To Facilities Agreement shall mean "Ogden" (hereinabove described).

(d) "Consent to Facilities Agreement" shall include this Second Amendment to Consent to Facilities Agreement.

2. The Facilities Agreement shall not be changed, modified, discharged or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

3. The granting of the consent hereunder by the Port Authority shall not be or be deemed to operate as a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, assignment or other agreement (by the Assignor, the Sublessor, the Sublessee or Ogden or by any other person or party) with respect to the use or occupancy of, or any activity or operations at, the premises under the Lease, or to any assignment of the Lease, the Assignment or the Facilities Agreement or of any rights under any of the foregoing, whether in whole or in part.

4. Without limiting any term, provision, covenant or condition of the Lease or of the Assignment or of the Consent to Facilities Agreement, the Sublessor, the Sublessee and Ogden hereby expressly represent to the Port Authority that they have complied with, are complying with, and will comply with all laws and ordinances and governmental rules, regulations, requirements, orders, directives and similar items (including without limitation all Environmental Requirements as defined in the Lease) in accordance with, pursuant to and as required by the Lease, the Assignment, the Facilities Agreement and the Consent to Facilities Agreement. The obligation of the Sublessor and the Sublessee and Ogden to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

5. Reference herein to the Sublessee and Ogden shall mean and include the Sublessee (and each and every Contracting Airline comprising the Sublessee) and Ogden and their directors, officers, agents, employees and also others on the premises or on the Airport with the consent of the

Sublessee or Ogden.

6. (a) The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(b) Ogden assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Ogden assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Ogden assures that it will require that its covered suborganizations provide assurances to Ogden that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

7. Paragraph 7 of the original Consent to Facilities Agreement shall be deemed amended to read as follows:

"7. (a) Without in any wise affecting the obligations of the Sublessor under the Lease and under this Consent to Facilities Agreement or the obligations of the Sublessor and Ogden under the Facilities Agreement, the Sublessee and Ogden shall make repairs and replacements as if they were the lessee under the Lease. The Sublessee and Ogden shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives from and against (and shall reimburse the Port Authority for their costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages arising out of a breach or default of any term or provision of this Consent to Facilities Agreement by the Sublessee or Ogden or out of its or their operations under the Facilities Agreement or at the premises under the Lease or out of the use or occupancy of the premises by the Sublessee or Ogden or by others with its consent or out of any other acts or omissions of the Sublessee or Ogden, its or their officers, employees, agents, representatives, contractors, customers, guests, invitees and others who are doing business with the Sublessee or Ogden at the premises, or out of any other acts or omissions of the Sublessee or Ogden, its or their officers and employees at the Airport, including claims and demands of the City of New York from which the Port Authority derives its right in the Airport, for indemnification arising by operation of law or pursuant to the Basic Lease whereby the

Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Sublessee (including acts and omissions of each and every Contracting Airline, as defined in the Facilities Agreement) and Ogden shall be deemed to be acts and omissions of the lessee under the Lease and the Sublesssor shall also be severally responsible therefor including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee and Ogden shall at their own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such they shall not, without obtaining express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(c) The foregoing indemnity obligations of the Sublessee and Ogden shall be in addition to, and not in derogation or limitation of, any and all other indemnity obligations of the lessee under the Lease and shall be in addition to, and not in derogation or limitation of, any and all other indemnity obligations of the Sublessor, Sublessee and/or Ogden under the Lease, the Facilities Agreement, the Fuel Storage Service Agreement (as defined in the Facilities Agreement), or otherwise.

(d) (i) In addition to and without limiting the insurance required to be maintained by the Sublesssor under the Lease, Ogden during the period this Consent to Facilities Agreement shall remain in effect shall in its own name as insured and including the Port Authority and the Sublessee as an additional insureds obtain, maintain and pay the premiums on a policy or policies of Comprehensive General Liability Insurance, including premises-operations, products, completed operations, and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below, and Comprehensive Automobile Liability Insurance covering owned, non-owned and hired vehicles and including automatic coverage for newly acquired vehicles and providing for coverage in the limits set forth below, and Environmental Impairment Liability insurance, including additional coverage for sudden, unintended and unexpected seepage, pollution or contamination, in the limits set forth below. Without limiting the provisions hereof, in the event the Sublessee or Ogden, or both, maintain the foregoing insurance in limits greater than set forth below, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all the terms and provisions thereof. All the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee or Ogden, or both, thereunder with respect to any claim or action against the Sublessee or Ogden, or both, by a third person shall pertain and apply with like effect with respect to any claim

or action against the Sublessee or Ogden, or both, by the Port Authority and shall also provide or contain an endorsement providing that the protections afforded the Port Authority thereunder and with respect to any claim or action against the Port Authority by the Sublessee or Ogden, or both, shall be the same as the protections afforded the Sublessee or Ogden, or both, thereunder with respect to any claim or action against the Sublessee or Ogden, or both, by a third person as if the Port Authority were the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as an additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee and Ogden under paragraph (a) hereof.

		Minimum Limits
I.	Workers' Compensation	Statutory as required
	Employer's Liability	$500,000
II.	Legal Liability Insurance	
	A. Airport Premises - Operations	
	Comprehensive General Liability, including automotive vehicles, contractual and products hazards	$500,000,000 each occurrence, combined single limit for bodily injury and property damage, subject to a $500,000,000 annual policy aggregate for products hazards coverage
	B. Automotive Vehicles (while away from Airport premises)	
	Comprehensive Automotive Vehicles Liability	$75,000,000 each occurrence, combined single limit for bodily injury and property damage
	III. Environmental Impairment Liability, including additional coverage for sudden, unintended, and	$4,000,000 per claim subject to a deductible of $50,000 per claim and $8,000,000 annual

unexpected seepage, pollution or contamination	policy aggregate and excess public liability insurance with combined coverage limits of $50,000,000 per occurrence excess of the primary $8,000,000 insurance coverage.

(ii) All insurance coverages and policies required under this Paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period this Consent to Facilities Agreement remains in effect. The Port Authority at any such time may make additions, deletions, amendments to or modifications of the above-scheduled insurance requirements, including an increase in such minimum limits, and may require such other and additional insurance in such reasonable amounts or against such other insurable hazards as the Port Authority may deem advisable and the Sublessee and Ogden shall promptly comply therewith.

(e) As to the insurance required by the provisions of this Paragraph a certified copy of the policies or a certificate or certificates or binders satisfactory to the Port Authority evidencing the existence thereof shall be delivered by the Sublessee and Ogden to the Port Authority not later than the date of the delivery of this Second Amendment to Consent to Facilities Agreement to the Port Authority. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement unqualifiedly committing the insurer not to cancel, terminate, change or modify the policy without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express written advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. Any renewal policy shall be delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy except for any policy expiring after the date of expiration of this Consent to Facilities Agreement. The aforesaid insurance shall be written by a company or companies approved by the Port Authority, the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Sublessee and Ogden shall promptly obtain and deliver to the Port Authority a new and satisfactory policy in replacement or evidence thereof satisfactory to the Port Authority, the Port Authority covenanting and agreeing not to act

unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority."

8. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by any party hereto shall be in writing, and all such notices, directions, requests and consents shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Until further notice, the Port Authority hereby designates its Executive Director as its representative upon whom notices and requests may be served and One World Trade Center, New York, New York 10048 as its office where notices and requests may be served. The Sublessor, the Sublessee and Ogden each shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at the office where notices and requests may be served. Until further notice, the Sublessor designates Mr. Dennis Blair, its Senior Vice-President, as its representative upon whom notices and requests may be served and Two Pennsylvania Plaza, 25th Floor, New York, N.Y. 10121–0032 as its office where notices and requests may be served. Until further notice, Ogden designates Mr. Dennis Blair, its Senior Vice-President, as its representative upon whom notices and requests may be served and Two Pennsylvania Plaza, 25th Floor, New York, N.Y. 10121–0032 as its office where notices and requests may be served. Until further notice, each of the parties comprising the Sublessee designates its representative named on the first or second page of this Second Amendment to Consent to Facilities Agreement as its representative upon whom notices and requests may be served and its address given on the first or second page of this Second Amendment to Consent to Facilities Agreement as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

9. As hereby amended and supplemented, the Consent to Facilities Agreement and all the terms and conditions thereof shall continue to apply to the Facilities Agreement and shall be and remain in full force and effect.

10. This Second Amendment To Consent to Facilities Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. No Commissioner, director, officer, stockholder, agent or employee of any party to this Second Amendment to Consent to Facilities Agreement shall be charged personally or held contractually liable by or to any other party under any term or provision of this Second Amendment to Consent to Facilities Agreement or because of its execution or attempted execution or because

of any breach or alleged breach thereof.

IN WITNESS WHEREOF, the Port Authority, the Sublessor, the Sublessee and Ogden have executed these presents, as of the date first hereinabove set forth.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Asst Director

(Seal)

ATTEST:

Secretary

LAGUARDIA FUEL FACILITIES CORPORATION

By Robert L. Rose

(Title) President

(Corporate Seal)

ATTEST:

Secretary

ALLIED AVIATION SERVICE COMPANY OF NEW YORK, INC. FORMERLY NAMED OGDEN AVIATION SERVICE COMPANY OF NEW YORK, INC. (formerly named Allied Aviation Service Company of New York, Inc.)

By Robert L. Rose

(Title) President

(Corporate Seal)

lga643-facon.2
sup2

ATTEST:

William G. Hopping
Ass't. Corp. Secretary

AMERICAN AIRLINES, INC.

By _____

(Title) Corporate Secretary ~~President~~

(Corporate Seal)

ATTEST:

_____
Secretary

DELTA AIR LINES, INC.

By _____

(Title) President

(Corporate Seal)

ATTEST:

_____
Secretary

~~TRANS WORLD AIRLINES, INC.~~

By _____

(Title) President

(Corporate Seal)

ATTEST:

_____
Secretary

US AIRWAYS, INC.

By _____

(Title) President

(Corporate Seal)

ATTEST:

_____
Secretary

UNITED AIR LINES, INC.

By _____

(Title) President

(Corporate Seal)

lga643-facon.2
sup2

ATTEST:

_____
Secretary

NORTHWEST AIRLINES, INC.

By_____

(Title)_____President
(Corporate Seal)

ATTEST:

_____
Secretary

CONTINENTAL AIRLINES, INC.

By_____

(Title)_____President
(Corporate Seal)

ATTEST:

_____
Secretary

A~~MERICA WEST AIRLINES, IN~~C.

By_____

(Title)_____President
(Corporate Seal)

ATTEST:

_____
Secretary

AIR CANADA

By_____

(Title)_____President
(Corporate Seal)

ATTEST:

_____
Secretary

SHUTTLE, INC.

By_____

(Title)_____President
(Corporate Seal)

lga643-facon.2
sup2

ATTEST:

_____
Secretary

MIDWEST EXPRESS AIRLINES, INC.

By_____

(Title)_____President
(Corporate Seal)

ATTEST:

_____
Secretary

MATERIAL SERVICES COMPANY, INC.

By_____

(Title)_____President
(Corporate Seal)

ATTEST:

_____
Secretary

WORLD FUEL SERVICES, INC.

By_____

(Title)_____President
(Corporate Seal)

ATTEST:

_____
Secretary

~~BP EXPLORATION & OIL INC. acting by and through Air BP, a division thereof~~

By_____

(Title)_____President
(Corporate Seal)

ATTEST:

_____
Secretary

~~COASTAL REFINING & MARKETING, INC.~~

By_____

(Title)_____President
(Corporate Seal)

lga643-facon.2
sup2

ATTEST:

SIGNATURE FLIGHT SUPPORT CORPORATION

_____
Secretary

By_____

(Title)_____President
(Corporate Seal)

Form CSL: All-Purpose Ack. N.Y. (rev 9/1/99)

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

On the 29TH day of NOVEMBER in the year ~~199~~ 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared DAVID KAGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)
GAIL E. MITCHELL
NOTARY PUBLIC STATE OF NEW YORK
NO. 01MI6026210
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JUNE 14, 2007

STATE OF Florida)
) ss.
COUNTY OF Sarasota)

On the 13th day of MAY in the year ~~199~~ 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert L. Rose, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Print type or stamp name of Notary Public
Personally known ☐ OR Produced I.D. ☒
Type and number of I.D. produced:
FL DL

Jan L. Smutz
(notarial seal and stamp)

Jan L Smutz
MY COMMISSION # CC993046 EXPIRES
March 12, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF Florida)
) ss.
COUNTY OF Sarasota)

On the 13th day of MAY in the year ~~199~~ 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert L. Rose, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jan L. Smutz
(notarial seal and stamp)

Print type or stamp name of Notary Public
Personally known ☐ OR Produced I.D. ☒
Type and number of I.D. produced:
FL DL

Jan L Smutz
MY COMMISSION # CC993046 EXPIRES
March 12, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

Form CSL: All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF Texas)
) ss.
COUNTY Tarrant)

On the 16th day of August in the year ~~199~~ 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared Charles D. Marlett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sandra S. Symanovich

(notarial seal and stamp)

SANDRA S. SYMANOVICH
Notary Public, State of Texas
My Commission Expires 05-09-04

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

Form CSL: All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF)
) ss.
COUNTY)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

Form CSL: All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF)
) ss.
COUNTY)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

Form CSL: All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF)
) ss.
COUNTY)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

Form CSL: All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF)
) ss.
COUNTY)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

Form CSL: All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF)
) ss.
COUNTY)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

Ex.4

THE CITY OF NEW YORK
DEPARTMENT OF TRANSPORTATION
40 Worth Street
New York, New York 10013

REVOCABLE CONSENT AGREEMENT

WHEREAS La Guardia Fuel Facilities Corporation (the "Grantee") has petitioned for consent to continue to maintain and use a 12-inch pipeline from Long Island City to La Guardia Airport, all in the Borough of Queens; and

WHEREAS Grantee is the owner of the real property which is benefitted by this consent, or if not the owner, Grantee is the tenant of such real property and has obtained the consent of the owner of such property to use the adjacent inalienable property for the purposes set forth herein, and such owner's consent, if applicable, is attached hereto as Schedule A; and

WHEREAS the New York City Department of Transportation (the "Grantor"), acting through the Commissioner of Transportation has determined that it is appropriate that such consent be granted, subject to the conditions stated herein;

IT IS HEREBY AGREED:

1. Consent granted. The consent of Grantor is hereby granted to the Grantee, a corporation organized and existing under the laws of the State of New York, having its principal place of business at P.O. Box 368, Emmaus, PA 18049-0368, to continue to maintain and use a 12-inch pipeline to convey petroleum products from Long Island City to La Guardia Airport, all in the Borough of Queens, partially under streets of The City of New York as follows:

—and signed La Guardia Fuel Facilities Corporation by Joseph W. Braun, Jr., Vice President, Applicant, a copy of which was attached to and made a part of the consent of 1985 which was granted by a resolution adopted by the Board of Estimate on April 18, 1985 (Cal No. 151) and approved by the Mayor on June 3, 1985. This consent is granted upon the following terms and conditions:

2. Term. This consent shall take effect as of March 1, 1995, shall continue only during the pleasure of the Grantor and shall be revocable at any time by the Grantor, and shall expire on June 30, 2006 (the "Expiration Date"). The Grantee agrees that not later than six months prior to the aforesaid expiration of the term of this consent, it will petition the Grantor in writing for either a renewal or discontinuance thereof.

3. Annual compensation. (a) The Grantee shall pay into the treasury of the City of New York (the "City") as compensation for the privilege hereby granted the following:

For the period March 1, 1995 to June 30, 1996 -$200,507
For the period July 1, 1996 to June 30, 1997 -$159,561
For the period July 1, 1997 to June 30, 1998 -$166,985
For the period July 1, 1998 to June 30, 1999 -$174,409
For the period July 1, 1999 to June 30, 2000 -$181,833
For the period July 1, 2000 to June 30, 2001 -$189,257
For the period July 1, 2001 to June 30, 2002 -$196,681
For the period July 1, 2002 to June 30, 2003 -$200,105
For the period July 1, 2003 to June 30, 2004 -$211,529
For the period July 1, 2004 to June 30, 2005 -$218,953
For the period July 1, 2005 to June 30, 2006 -$226,377

(b) Annual payments shall be made in advance on or before July 1 of each year, provided, however, that the first payment shall be made within thirty (30) days after the date of the final approval of this consent by the Mayor (the "Approval Date") and shall be the sum due for the period March 1, 1995 to June 30, 1996, less any payments already made pertaining to the aforesaid period. Grantor hereby acknowledges receipt of $187,462 in payment of this charge.

(c) In the event the Grantee continues the maintenance and operation of the Structure after and in spite of the termination or expiration of this consent, the Grantee agrees to pay to the City

the compensation as set forth herein at the rate in effect at the time of such termination or expiration and in the manner set forth herein, together with all taxes with respect to this structure it would have been required to pay had its maintenance and operation been duly authorized. Such payments shall not be deemed to constitute an extension of this consent and all of the City's rights shall remain in full force and effect notwithstanding such payments. Such rate of compensation shall continue up to the date of the restoration of the street after the removal, or deactivation at the discretion of the grantor, of the Structure.

(d) In the event that a future agreement for this Structure becomes effective subsequent to the expiration of this agreement, it is understood and agreed that as a condition of such future grant of consent the fees charged under such grant may be at the rate in effect during the period following the expiration date of this agreement.

(e) In the event any payment is not made on or before the date such payment is due, interest on such payment shall apply from the date such payment is due at the rate of one and one-half percent (1 1/2%) per month. If the Grantee shall fail to pay such compensation or taxes, or the interest thereon, if any, the Comptroller may withdraw the amounts thereof from the security fund hereinafter provided for. If the compensation or taxes owed exceeds the amount available in the security fund the Grantee shall be liable for the shortfall, and shall pay such to the City upon demand.

(f) The compensation provided herein shall not be considered in any manner in the nature of a tax, but shall be in addition to any and all taxes of whatsoever kind or description now or hereafter required to be paid under any local law of the City or by any law of the State of New York.

(g) The Grantee shall have the right, without further consent from The City of New York, to lease the pipeline to Ogden Aviation Service Company of New York, Inc. and to have the pipeline operated and maintained by Buckeye Pipe Line Company, L.P. for and on behalf of Ogden Aviation Service Company of New York, Inc.

4. Removal or deactivation of structure. Within ten (10) days after the revocation or termination of this consent, the Grantee shall cause the Structure to be removed, or deactivated at the discretion of the Grantor, and all of the street affected thereby to be restored to its proper condition to the satisfaction of the Grantor. The entire cost of such work shall be borne by the Grantee.

If Grantee fails to so remove or deactivate the Structure, or so restore such street, within the time period stated above, Grantor shall have the right to cause the Structure to be removed or deactivated and such street to be restored. The cost to Grantor of causing such removal or deactivation and/or restoration shall be recovered from the security fund as provided for in this consent.

If the cost of removal or deactivation and/or restoration exceeds the amount available in the security fund, the Grantee shall be liable for the shortfall, and shall pay such to the City upon demand.

5. Restrictions against transfer. This consent is for the exclusive use of the Grantee and solely for the purpose hereinabove mentioned and shall not, either in whole or in part, be sold, assigned, leased or sublet in any manner, nor shall title thereto, or right, interest or property therein pass to or vest in any other person, firm or corporation whatsoever, either by the acts of the Grantee or by operation of law, without the express written consent of the Grantor, which consent may be withheld by the Grantor in its sole discretion.

6. Grantee responsible for all costs. The Grantee shall pay the entire cost of all work, labor and material in connection with the Structure, and particularly,

(a) construction, maintenance and removal or deactivation of the Structure;
(b) the protection of all structures which shall in any way be disturbed by the construction, deactivation or removal of the Structure;
(c) any and all changes in sewers or other subsurface structures necessitated by the construction, deactivation or removal of the Structure, including the laying or relaying of pipes, conduits, sewers or other structures;
(d) the replacing or restoring of the pavement in the affected street which may be disturbed during the construction, deactivation or removal of the Structure;
(e) each and every item of the increased cost of the installation of any future structures or repairs or alterations to any existing or future structures caused by the presence in the street of the Structure; and
(f) the inspection of all work during the construction, deactivation or removal of the Structure as herein provided which may be required by the Grantor, the Department of Environmental Protection, or any other governmental body having jurisdiction.

7. Construction requirements. Prior to the commencement of any construction, alteration, deactivation or removal of the Structure, the Grantee shall obtain, at its sole cost and expense, any and all licenses, permits or other forms of approval or authorization which may be required by Grantor, the Department of Environmental Protection, or any other governmental body having jurisdiction. The Grantee shall perform all the duties which may be imposed by those agencies as conditions of such forms of approval or authorization, provided such conditions are not

inconsistent with the provisions of this consent. The Grantee shall submit to the Grantor working plans which shall include and show in detail the method of construction of the Structure and the mode of protection or changes in all structures required by the construction, alteration, deactivation or removal of the same.

Upon the completion of the work the Grantee shall furnish to the Grantor, the Department of Environmental Protection, and to any other governmental body having jurisdiction, plans of such character as may be directed, showing accurately and distinctly the location, size and type of construction, and complete dimensions of the Structure erected or installed under this consent; also the location and dimensions of all substructures encountered during the progress of the work.

If so ordered by the Grantor, all work in connection with the installation, repair, deactivation or removal of the Structure shall be carried on only at night or continuously for twenty-four (24) hours each day.

8. City's access paramount. The Grantee shall allow to the City a right of way under or above any part of the Structure for any and all structures which are now or may be hereafter placed in the affected street by the City.

If, in the exercise of the sole discretion of the Grantor, the Grantor at any time decides to replace, alter or otherwise gain access to any structure located in or on the street that is affected by the Structure, the Grantor shall have the right to break through or remove all or any portion of the Structure. The cost to the Grantor of breaking through or removing the Structure shall be recovered from the security fund as provided for in this consent. If the cost of breaking through or removal exceeds the amount available in the security fund, the Grantee shall be liable for the shortfall, and shall pay such to the City upon demand.

9. Structure subject to City's supervision. The Structure and any fixtures laid therein shall be constructed, maintained and operated subject to the supervision and control of the proper authorities of the City. The Structure shall be open at all times to the inspection of all the authorities having jurisdiction.

10. Consent subject to rights of abutting property owners. This consent is subject to whatever right, title or interest the owners of abutting property or others may have in and to the affected street.

11. No rights conveyed. The Grantee acquires no right, title or interest in the space permitted to be occupied herein and it is expressly understood that said occupancy is considered temporary.

12. Maintenance of structure. The Grantee agrees to maintain the Structure in good, clean condition and shall not allow it to deteriorate, become unsightly, or develop into a dangerous condition or a condition which is not in the best interests of the general public.

13. No alienation of City's rights. It is expressly understood that the grant of this consent will not alienate or diminish the absolute right of the City to reenter into full possession of the street space described herein for any reason whatsoever, free of any encumbrance or obligation, upon the expiration of this consent or upon its revocation and cancellation.

14. Unconditional right of revocation. The Grantee expressly agrees that the Grantor may unconditionally revoke this consent and terminate the period thereof at any time without liability, at will, any provision herein to the contrary notwithstanding. In the event of such revocation and termination, the Grantee shall remain liable for the due and full performance of all the terms, covenants and conditions contained herein to be performed up to the time of said termination, and the Grantee's obligation to pay compensation shall continue up to the date of the removal of the Structure, or its deactivation at the discretion of the Grantor, and the restoration of the street affected thereby to the satisfaction of the Grantor.

15. Security fund. This agreement is contingent upon the express condition that in advance of the Approval Date, and before anything is done in exercise of the privilege conferred hereby, the Grantee shall deposit with the Comptroller of the City the sum of Sixteen Thousand One Hundred Dollars ($16,100), in such form as shall be acceptable to the Comptroller, which sum together with the security of Fifty Thousand Dollars ($50,000) heretofore deposited with the Comptroller of the City of New York for the faithful performance of all the terms and conditions of this consent under which the structure was heretofore maintained, shall constitute a fund of Sixty-Six Thousand One Hundred Dollars ($66,100) which fund shall be security for (a) performance of all the terms and conditions of this consent and (b) the payment of all sums of money (including taxes) which may be due the City because of the construction, maintenance, operation, use, abandonment, deactivation or removal of the Structure.

In case of default in the performance by Grantee of any of such terms and conditions, the Grantor shall have the right to cause the work to be done and the materials to be furnished for making the necessary changes or repairs, after ten (10) days' notice to the Grantee, and shall collect the cost thereof from the security fund, or in case of default in the payment of the annual charge or in the payment of any other sum of money (including taxes) which may become due to the City because of the construction, maintenance,

operation, use, abandonment, deactivation or removal of the Structure, the Grantor shall collect the same, with interest, from the security fund after ten (10) days' notice in writing to the Grantee.

In case of any drafts so made upon the security fund, the Grantee shall, upon ten (10) days' notice in writing, pay to the Comptroller of the City a sum of money sufficient to restore the fund to the original amount and in default of the payment thereof, this consent may be cancelled and annulled, at the option of the Grantor.

If the amount deposited in the security fund is insufficient to cover any costs to the Grantor or any sum of money due to the Grantor, the Grantee shall be liable for the shortfall and shall pay such to the City upon demand.

Upon the termination or revocation of this consent, and at such time as the Structure has been removed, or deactivated at the discretion of the Grantor, and the street affected thereby has been restored to its proper condition to the satisfaction of the Grantor, in accordance with the terms of this consent, any amount remaining in the security fund shall be repaid to Grantee without interest.

No action or proceeding or rights under the provisions of this section shall affect any other legal rights, remedies or causes of action belonging to the City.

The Grantee shall place on deposit each year, not later than July 1, $16,100, which shall be an amount additional to that which is or will already be on deposit for the period from July 1, 1995 to June 30, 2006.

16. Notice required before work commences. Grantee shall give notice, in writing, to the Grantor, the Department of Environmental Protection, and any other governmental body having jurisdiction of its intention to begin the work hereby authorized at least forty-eight (48) hours before such work commences.

17. Discrimination prohibited. Pursuant to applicable laws prohibiting discrimination in employment, the Grantee agrees that it will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment.

18. Compliance with applicable laws. This consent is granted on the further and express condition that Grantee shall strictly comply with all applicable laws now in force or which may hereafter be adopted.

19. Indemnification and insurance. To the extent permitted by law, the Grantee shall be liable for, and shall hold the City, its officers, agents, servants or employees (the "Indemnities") harmless from, all liabilities, obligations, fines, damages, penalties, claims, charges and expenses (including, without limitation, reasonable attorneys' fees and disbursements) ("Damages") that may be imposed upon or incurred by or asserted against any of the Indemnities arising out of the construction, operation, maintenance, use, abandonment, deactivation or removal or by any reason of any defect or deterioration of the Structure, or otherwise in connection with this consent, whether or not the Damages are due to the negligence or otherwise of the City, its officers, agents, servants or employees. It is a condition of this consent that the City assumes no liability for Damages to either persons or property on account of this consent. The Grantee shall, within ten (10) days after the Approval Date and before anything is done in exercise of the privilege conferred hereby, furnish and maintain on file with the Grantor, throughout the term of this consent, a certificate of insurance issued by a company authorized to do business in the State of New York, evidencing insurance coverage of the Grantee, the City and the Grantor for any injuries or damages occurring on, or in proximity to, the Structure, arising out of or as a result of the construction, operation, maintenance, use, abandonment, deactivation or removal or by any reason of any defect or deterioration thereof, and identifying the City and the Grantor as additional insureds, in the following minimum amounts: for bodily injury, including death, and property damage, (a) $2,000,000 any one person and (b) $35,000,000 for any one occurrence.

All insurance policies shall provide for at least 45 days prior written notice to be given to the City in the event that any coverage is modified to the detriment of the City, canceled, or not renewed. At least thirty (30) days prior to the expiration of each policy period, the Grantee shall deliver to the City a certificate of insurance evidencing a replacement policy to be effective immediately upon the termination of the previous policy. In no event shall a lapse in the insurance coverage required under this Section occur at any time during the existence of the Structure, and replacement coverage meeting the requirements of this Section shall be in effect prior to the expiration of any policy period. The insurance requirements set forth in this Section shall in no way be intended to modify, limit or reduce the Grantee's obligations under any other indemnifications made in this consent by the Grantee to the City, or limit the Grantee's liability under this consent to the limits of the policies of insurance required to be maintained by the Grantee, hereunder. Any insurance maintained pursuant to this agreement shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be cancelled, terminated or modified to the detriment of t he City,

nor may the insurer's intention not to renew be implemented until forty-five (45) days after receipt by the New York City Department of Transportation, Division of Franchises, Concessions and Consents, of a written notice delivered by the insurer via registered mail of such intent to so cancel, terminate, modify or not to renew." Failure to maintain insurance coverage in the foregoing amounts shall be a default under this consent.

20. INVESTIGATION CLAUSE

20.01 The parties to this agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry relative to this agreement conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to this agreement or when it is the subject of the investigation, audit or inquiry.

20.02 A hearing shall be convened in accordance with section 20.03 below if (a) any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding, refuses to testify concerning the award of, or performance under, this agreement, before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath; or (b) any person refuses to testify concerning the award of, or performance under, this agreement, for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony.

20.03 (a) The commissioner or agency head whose agency is a party in interest to this agreement shall convene a hearing, upon not less than five (5) days' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

(b) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend this agreement pending the final determination pursuant to section 20.05 below without the City incurring any penalty or damages for delay or otherwise.

20.04 The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

(a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination of any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(b) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation of termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

20.05 The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate.

(a) The parties' good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

(d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has significant interest in an entity subject to penalties under section 20.04 above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in section 20.03(a) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

20.06 (a) The term "license" or "permit" as used herein shall be defined as a license, permit, revocable consent, franchise or concession not granted as a matter of right.

(b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

21. Special construction requirements The Grantee shall perform such other special construction requirements as are contained in Schedule B attached hereto and made a part hereof, if any.

22. Severability and Headings The clauses and provisions of this Revocable Consent Agreement are intended to be severable. The unconstitutionality or unconscionability of any term, clause or provision shall in no way defeat the effect of any other term, clause or provision.

Section and other headings are inserted for convenience only and shall not be used in any way to construe the terms of this Agreement.

SCHEDULES A AND B

Section A

N/A

Schedule B

The Grantee shall comply with the following Fire Department conditions:

1) The maximum permitted operating pressure shall be no more than 1076 p.s.i. All piping replacements and pipe repairs shall be with a grade that will provide for the pipeline to operate at a pressure which in combination with earth, static, and dynamic loads on the pipeline, will not exceed 40% or less of the minimum yield strength of the pipe.

2) The Grantee shall maintain the entire pipeline system under constant supervision of persons holding Certificate of Fitness from the Fire Department for supervision, maintenance, and operation of the pipeline. This supervision shall be maintained seven days a week, Saturdays, Sundays, and Holidays.

3) Route maps to be furnished to the Fire Department for use by operating forces along the pipeline route.

4) Route maps to be furnished to other agencies or private corporations which might have occasion to excavate along the pipeline route. i.e. Bureau of Highways, Department of Buildings, NYNEX, New York Telephone Company, Metropolitan Transportation Authority, L.I.R.R., etc.

5) The Grantee shall properly maintain all pipeline identifying equipment such as pipeline markers, identifying tape, valve station signs, crossing signs, etc.

6) The Grantee shall maintain the leak detection system for the entire pipeline system in proper working order to the satisfaction of the Fire Department and periodically test same.

7) The Grantee shall submit quarterly reports to the Fire Department that include information of foot patrols, operating problems, etc., and all other pertinent information.

8) The Grantee shall provide that sectional valves be protected against unauthorized closure, easily accessible to the Fire Department for shut-off emergencies only, and shall make provision for access, directional, and operating signs where applicable.

9) The Grantee shall provide a minimum earth cover of 3-feet for all sections of the pipeline within New York City.

10) The Grantee shall maintain at all times cathodic protection for the pipeline, and shall annually submit certification to the Bureau of Fire Prevention by an independent firm of engineers specializing in corrosion protection.

11) The Grantee shall maintain the entire length of the pipeline system free of all vegetation (trees, bushes, shrubs, excessive grass growth, etc.)

12) The Grantee shall comply with all Federal, State, and New York City Rules, Regulations, Codes, Directives, etc., and shall conform to all current procedures, agreements, etc., as set forth by the Bureau of Fire Prevention.

In Witness Whereof, the parties hereunder have caused this revocable consent to be executed.

GRANTOR:
DEPARTMENT OF TRANSPORTATION
DIVISION OF FRANCHISES, CONCESSIONS AND CONSENTS

By: _____
Wendy Goldman
Executive Director

Accepted and agreed to:
GRANTEE:

La Guardia Fuel Facilities Corporation

By: _____
(Signature)

JOHN W. BAUKNECHT
(Print Name of Signatory)

VICE-PRESIDENT
(Title)

Oct. 20, 1995
(Date)

The foregoing consent is hereby approved.

RUDOLPH W. GIULIANI, MAYOR

By: _____
Richard Bonamarte
Director, Mayor's Office of Contracts

Dated, New York December 13, 1996

Approved as to form
Certified as to legal authority

By: _____
Acting Corporation Counsel

OCT 02 1995
(Date)

RENEWAL FRM.
Acknowl. Page
Revised January 1994

Acknowledgement by Executive Director

State, City and County of New York, ss.:

On this 8th day of December, 1995, before me personally came Wendy E. Goldman to me known and known to be the Executive Director of the Department of Transportation, Division of Franchises, Concessions and Consents of the City of New York; the person described as such in and who as such executed the foregoing instrument and she acknowledged to me that she executed the foregoing instrument and she acknowledged to me that she executed the same as Executive Director for the purposes therein mentioned.

Thomas C. Wu

Notary Public ~~or Commissioner of Deeds~~

THOMAS C. WU
NOTARY PUBLIC, State of New York
No. 41-4966235
Qualified in Queens County
Commission Expires April 30, 1996

RENEWAL FRM.
Acknowl. Page
Revised January 1994

Ex.1

Acknowledgement by Corporation

State, City, and County of New York, ss.,

On this 20th day of October, 19 95, before me personally came John W. Bauknecht, who being by me duly sworn, did depose and say that he/~~she~~ resides in the City of _____; that he/~~she~~ is the Vice President of LaGuardia Fuel Facilities Corporation, the corporation described in and which executed the foregoing instrument; that he/~~she~~ knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order or resolution of the Board of Directors of said corporation; and that he/~~she~~ signed his/~~her~~ name thereto by like order or resolution.

Russell R. Mallon Jr.

Notary Public or Commissioner of Deeds

RUSSELL R. MALLON JR.
Notary Public, State of New York
No. 4754275
Qualified in New York County
Commission Expires November 30, 19 95

RENEWAL FRM.
Acknowl. Page
Revised January 1994

FIRST AMENDMENT OF LICENSE

FIRST AMENDMENT OF LICENSE, made as of January 24, 1997, by and between THE LONG ISLAND RAIL ROAD COMPANY a public benefit corporation organized under the laws of the State of New York having an office at Jamaica Station Building, Jamaica, New York 11435 ("Licensor" or "Railroad") and LA GUARDIA FUEL FACILITIES CORPORATION a corporation of the State of New York, having an office at 2 Pennsylvania Plaza, in the County, City, and State of New York, ("licensee" or "Pipe Line");

WHEREAS, Licensor and Licensee entered into that certain license agreement, dated September 1, 1973 (the "License Agreement");

WHEREAS Licensor and Licensee are parties to the above referenced License Agreement for the erection, construction, installation, use, operation, maintenance, replacement and removal of two subsurface pipelines being: a) 1,342 linear feet through Licensor's Blissville Yard ("Parcel 1"); and b) 2,885 linear feet along Licensor's right-of-way north of Barnett Avenue from 43rd Street and Woodside Avenue ("Parcel 2"), both parcels being in the County of Queens, City and State of New York; and

WHEREAS said License Agreement provides for a term of twenty (20) years ending July 31, 1995;

WHEREAS Licensee no longer requires the use of both parcels 1 and 2 and desires to terminate its license to use Parcel 2; and renew the License Agreement with respect to Parcel 1 for an additional ten (10) years;

WHEREAS Licensor is agreeable to the termination and surrender of Licensee's license to use Parcel 2; and to the renewal of the License Agreement with respect to Parcel 1 for an additional ten (10) years;

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained, the Licensor and the Licensee agree to the following:

1. The License Agreement shall be renewed for a period of ten (10) years commencing August 1, 1995 and ending July 31, 2005 (the "Renewal Period") unless sooner terminated as provided, by operation of law or otherwise.

2. Licensee hereby surrenders its license to use Parcel 2, and Licensor hereby accepts such surrender as of August 1, 1995.

3. Section 16, Insurance, of the License Agreement is hereby replaced, in its entirety, with the following:

A. Licensee shall and will at all times during the continuance of the license, at Licensee's sole cost and expense, provide the following insurances which must be written in a form and by an insurer satisfactory to the Licensor:

i. Commercial General Liability Insurance covering any occurrences that may arise out of the operations to be performed by Licensee on the Area, including coverage for bodily injuries or death, property damages, personal injury with employee exclusion voided, contractual liability written specifically for this agreement, completed operations and broad form, property damage. The limits of liability shall be $5,000,000.00. Contractual liability exclusion applicable to work to be performed within fifty (50) feet of railroad tracks must be voided. Said policy must be endorsed to provide coverage for sudden and accidental pollution. The Long Island Rail Road and the Metropolitan Transportation Authority ("MTA") must be included as additional insureds.

During any period of time that the pipeline on Parcel 1 is actually operated and/or maintained by a third party contractor, Licensee may elect to have such contractor provide the sudden and accidental pollution coverage required herein for such period of actual operation.

B. During any construction, installation, maintenance, repair, renewal or removing, Licensee shall procure or will require its contractor to procure and maintain during the entire period of the work the following insurance which must be written in a form and by an insurer satisfactory to the Licensor:

i. New York State Workers' Compensation and Employers' Liability Insurance.

ii. Commercial General Liability Insurance covering the work to be performed providing limits of $2,000,000.00 per occurrence and including the following coverages:

- Bodily Injury or Death
- Property Damage
- Independent Contractor Coverage
- Personal Injury - With Employee Exclusion Voided
- Contractual Liability Written Specifically for the Contract
- Completed Operations
- Broad Form Property Damage
- Additional Insured Endorsement Naming:
  - The Long Island Rail Road Company
  - Metropolitan Transportation Authority
- Contractual Liability exclusion applicable to work with 50 feet of railroad tracks must be voided
- Policy must not contain any "x, c, u," exclusions

iii. Automobile Liability Insurance providing bodily injury and property damage, subject to a limit of $2,000,000.00 covering all vehicles used in connection with the work to be performed. The following must be protected as additional insureds:
- The Long Island Rail Road Company
- Metropolitan Transportation Authority

iv. Railroad Protective Liability Insurance Policy (ISO-RIMA or equivalent form) covering the work to be performed at the designated job site and affording protection for damages arising out of bodily injuries or death, injury to or destruction of property, including damage to the insureds own property and conforming to the following:

- The Long Island Rail Road Company and the Metropolitan Transportation Authority are the named insureds.
- Liability limit shall be $5,000,000.00 each occurrence. If policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded.
- Physical Damage definition of the policy form must be amended to mean direct and accidental loss of or damage to all properties of the insured including property in the insureds care, custody or control.
- Full name and address of the contractor purchasing the insurance must be stated.
- The insured shall be indicated as the governmental authority for whom the work will be performed.

The use of any equivalent form to ISO-RIMA must provide equal or superior coverage as determined solely by the Long Island Rail Road Risk Management.

C. Licensee or Licensee's contractor shall furnish to Licensor's Risk Manager, the Certificates of policies A(i) and B(i), (ii) and (iii) using the Railroad Insurance Certificate form. Evidence of Railroad Protective Policy B(iv), must be provided in the form of the original policy or a detailed binder pending the issuance of the original policy. These policies shall provide that thirty (30) days advance notification shall be given in writing of any material change or cancellation of the policy.

Nothing herein contained shall be deemed to limit the Licensee's or its Contractor's liability under the indemnification provision to the amounts or coverage of the insurance furnished.

In the event the Licensee elects to self-insure any of the insurance it is required to provide, a Surety Bond, indemnifying against all costs and expenses resulting from any and all losses,

damages, detriments, suits, claims, demands, costs and charges which the Licensor or MTA may directly or indirectly suffer, sustain or be subjected to by reason of or occurring on account of the construction, installation, existence, operation or use of the pipeline(s). Said Bond must be written by an insurer and in a form acceptable to the Licensor. The original Bond must be on file with the Licensor

Licensor reserves the right to review the insurance risks or limits, or any other requirement under this paragraph, every five (5) years during the renewal period. Any changes shall be effective as of August 1, 2000. Upon such review, Licensee shall provide such insurance covering such risks and in such limits as may be reasonably required by Licensor against any insurable risks which at the time are customarily insured against in the case of pipeline operations in the New York-New Jersey-Connecticut area, including, without limitation, Environmental Liability Insurance, due regard being given to the scope of Licensee's operations; the cost and availability of the insurance required; Licensee's financial condition; the type and amount of insurance being provided by Licensee pursuant to agreements with its other lessors or licensor with respect to pipeline properties and any other pertinent factors. Under no circumstances, however, shall the insurance risks, limits or other requirement at any time during the renewal period be any less than that specified hereinabove for the first five years of the renewal period. Any changes shall be effective as of August 1, 2000.

4. Section 19, Term of Agreement, of the License Agreement is hereby stricken in its entirety.

5. Paragraphs (a) and (b) of Section 20, Compensation, of the Licensee Agreement is hereby replaced with the following:

   a) *Licensee shall and will pay to Licensor* during the Renewal Period of the License Agreement, as compensation for the license herein granted the annual amounts specified herein. Payment shall commence August 1, 1995.

Period	Total for the Period	Annual Amount	Monthly Amount
August 1, 1995 to July 31, 2000	$ 93,940	$ 18,788	$ 1,565.67
August 1, 2000 to July 31, 2005	108,030	21,606	1,800.50

Said sum is to be paid in the monthly installment indicated in advance on the first day of each and every month at the office of Licensor's Treasurer, Jamaica Station Building, Jamaica, New York, 11435 or at such other place as Licensor may from time to time designate.

b) Any delay or failure of Licensor in computing or billing for the compensation adjustments hereinabove provided, shall not constitute a waiver of or in any way impair the continuing obligation of Licensee to pay such compensation adjustments hereunder.

If Licensee fails to pay compensation to Licensor on or before the day such compensation is due under the License Agreement, then Licensee shall, at Licensor's option, pay to Licensor interest at an annual rate equal to 2% over the prime rate then charged by Chemical Bank at the time such payment was due, prorated at the annual rate for the period from such due date to the date of payment.

The last paragraph of Section 20 beginning:

"All compensation, costs, and charges under this agreement...."

is hereby stricken.

6. Section 23, Termination, of the License Agreement is hereby stricken in its entirety, and all references to Section 23 contained in Section 29 or else where in the License Agreement are hereby null and void.

7. This First Amendment shall become effective on August 1, 1995.

8. Except as specifically amended herein, all of the terms and conditions of the existing License Agreement shall remain in full force and effect.

9. This First Amendment contains the sole and entire understanding and agreement of the parties with respect to its subject matter and all prior negotiations, discussions, representations, agreements and understandings heretofore had between them with respect thereto are merged herein.

10. In the event of any conflict between the terms and conditions of this First Amendment and terms and conditions of the License Agreement, the terms and conditions of this First Amendment shall control.

IN WITNESS WHEREOF, Licensor and Licensee have duly executed this amendment of the aforesaid License.

LA GUARDIA FUEL FACILITIES CORPORATION

Name:
Title: Vice-President

LONG ISLAND RAIL ROAD COMPANY

Thomas F. Prendergast
President

Ex.1

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK)

)

COUNTY OF New York)ss.:

On the 29th day of October, 1996, before me personally came Bruce R. Pashley, to me known and who being by me first duly sworn, did depose and say that he/she resides at

that he/she is the Vice President of LA GUARDIA FUEL FACILITIES CORPORATION, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of said corporation, and that he/she signed his/her name thereto by like order.

RUSSELL R. MALLON JR.
Notary Public, State of New York
No. 4754275
Qualified in New York County
Commission Expires November 30, 1997

(Affix Notary Stamp)

Ex.1

LONG ISLAND RAIL ROAD ACKNOWLEDGEMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF QUEENS)

On the 24th day of January, 1996, before me personally came Thomas F. Prendergast, to me known and who being by me duly sworn, did depose and say that he resides at and he is the President of THE LONG ISLAND RAIL ROAD COMPANY, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Laura Lee Florimonte

Notary Public

(Affix Notary Stamp)

LAURA LEE FLORIMONTE
Notary Public, State of New York
No. 4750330
Qualified in Suffolk County
Commission Expires March 30, 19 28

Attachment to Second Amendment to
Consent to Facility Agreement
effective as of August 1,1995

SECOND AMENDMENT

TO

FACILITIES LEASE AND AGREEMENT

Second Amendment to Facilities Lease and Agreement

AGREEMENT, effective as of August 1, 1995, by and among LaGuardia Fuel Facilities Corporation ("Facilities Corporation"), Ogden Aviation Service Company of New York, Inc. ("Ogden") and the scheduled aircraft operators and fuel suppliers and the fixed base operator party to this agreement (the "Contracting Airlines").

WHEREAS:

A. The Contracting Airlines are party to that certain Facilities Lease and Agreement dated as of November 15, 1972, as amended by Agreement dated as of March 1, 1973, with respect to the construction and operation of fuel storage facilities at LaGuardia Airport and a fuel pipeline serving such facilities (such Facilities and Lease Agreement as so amended, as herein amended and as may hereafter be amended is hereinafter called the "Facilities Agreement").

B. Prior to the effective date of this agreement, the Port Authority and the Lessee named therein shall have entered into a First Supplemental Agreement dated as of July 31, 1995 in substantially the form attached hereto as Exhibit A-1 (hereinafter called the "First Supplement") which, among other things, extends to July 31, 2000 the term of the letting under the Agreement of Lease dated as of November 1, 1972 (such Agreement of Lease as amended by the First Supplement is hereinafter called the "Site Lease").

C. This agreement shall be subject to the execution and delivery of the Second Amendment to Consent to Facilities Agreement effective as of August 1, 1995 and attached hereto, under which, among other things, the Port Authority consents to this agreement.

D. This agreement shall also be subject to the execution and delivery of the First Amendment to the Pipeline Operating Agreement dated as of August 1, 1995, including a consent thereto of the Facilities Corporation and of the Port Authority.

E. The parties hereto desire to amend the Facilities Agreement as hereinafter provided.

IT IS AGREED:

1. The term "Allied" where appearing in the Facilities Agreement shall mean "Ogden".

2. A Supplier may be a Contracting Airline for purposes of the Facilities Agreement if it is a party to the Facilities Agreement on the date in question.

3. Ogden and each Contracting Airline, and Ogden and each Non-Contracting Participant (as therein defined), shall enter into a Fuel Storage Service Agreement for effect from and after the effective date of this agreement in the form attached hereto as Exhibit C-1.

4. Effective August 1, 1995, paragraph 401 of the Facilities Agreement is hereby amended to read:

> 401. Each of the following Contracting Airlines shall pay its "guaranteed percentage" of the rentals provided in paragraph 304 and the payments provided in paragraph 305, which guaranteed percentage, subject to the provisions of paragraph 402, shall be the percentage set forth below opposite its name:

Contracting Airline	Guaranteed Percentage
American Airlines, Inc.	19.839%
Delta Air Lines, Inc.	23.843%
Trans World Airlines, Inc.	8.860%
US Airways, Inc.	13.724%
United Air Lines, Inc.	9.919%
Northwest Airlines, Inc.	7.630%
Shuttle, Inc.	3.997%
Continental Airlines, Inc.	8.358%
America West Airlines, Inc.	.169%
Air Canada	2.179%
Material Services Company, Inc.	.525%
Midwest Express Airlines, Inc.	.452%
Signature Flight Support, Inc.	.505%

> The percentages set forth above opposite each Contracting Airline's name equals the portion paid by such Contracting Airline, including the portion paid by any predecessor or predecessors in interest of such Contracting Airline under the Facilities Agreement, of the total amount paid to the Facilities Corporation pursuant to paragraphs 404

and 405 of the Facilities Agreement during the period beginning on January 1, 1984 and ending on June 30, 1995 by all of the above named Contracting Airlines, including all predecessors in interest of any such Contracting Airlines.

5. Paragraph 402 of the Facilities Agreement is hereby amended by adding at the end the following sentence:

> The option of the Facilities Corporation to terminate this Facilities Agreement with respect to any Contracting Airline pursuant to paragraph 904 or 905 shall be exercised only as shall be directed by a majority of the Contracting Airlines.

6. The last sentence in paragraph 602(c) of the Facilities Agreement is hereby amended to read:

> Each Contracting Airline's share of such excess shall be the guaranteed percentage set forth opposite its name in paragraph 401.

7. The third paragraph of paragraph 701 of the Facilities Agreement is hereby amended by deleting the period at the end thereof and adding the following:

> ; provided, however, that the Facilities Corporation shall not issue any such new or additional shares without the prior written approval of a majority of the Contracting Airlines.

8. Paragraph 702 of the Facilities Agreement is hereby amended by the addition at the end thereof of the following paragraph:

> The Original Facilities amortization balance and the Original Pipeline amortization balance will be zero on or before June 30, 1995. Therefore, the aggregate amounts specified in items (1) and (2) above shall be zero for the purposes of this Article 7 and no certified check or checks therefor will be required to be delivered in order to comply with paragraphs 703 and 704 after June 30, 1995, unless there is created after such date an Additional Facilities amortization balance or an Additional Pipeline amortization balance.

9. Paragraph 703 of the Facilities Agreement is hereby amended by the addition at the end thereof of the following paragraph:

> If the aggregate of the amounts specified in items (1) and (2) of paragraph 702 is zero then the "effective date of termination" for the purposes of this Article 7 shall be the last day of the third month following the month during which a majority of the Contracting Airlines shall have delivered the notice referred to in subparagraph (a) of this paragraph 703.

10. Paragraph 706 of the Facilities Agreement is hereby amended by adding at the end thereof the following sentence:

> If the term of this Facilities Agreement shall terminate pursuant to paragraph 901 hereof, then for the purpose of this paragraph 706 and of paragraphs 707, 708 and 711 hereof the "effective date of termination" shall be the date of such termination.

11. Paragraph 711 of the Facilities Agreement is hereby amended to read as follows:

> 711. Upon payment to the Facilities Corporation of the amounts required to be paid pursuant to this Article 7, or if no amounts are required to be paid pursuant to this Article 7, the respective share of each Contracting Airline having a guaranteed percentage set forth in paragraph 401 hereof of the entire business of the Facilities Corporation or the Facilities Stock, as the case may be, unless otherwise agreed to by all such Contracting Airlines, shall be such Contracting Airline's guaranteed percentage on the effective date of termination.

12. Paragraph 901 of the Facilities Agreement is hereby amended by deleting the period at the end thereof and adding the following:

> ; <u>provided</u>, <u>however</u>, that notwithstanding such termination pursuant to this paragraph 901, the obligations of each Contracting Airline, the Facilities Corporation and Ogden

hereunder shall survive with respect to any obligations of the Lessee under the Site Lease which survive the expiration or earlier termination of the Site Lease, including any such obligations which shall have accrued prior to such expiration or earlier termination of the Site Lease. The Obligations hereunder of each and every party hereto which shall have accrued prior to the termination of this Facilities Agreement pursuant to any other provision hereof shall survive such termination.

13. Paragraphs 1002, 1003, 1004 and 1006 of the Facilities Agreement are hereby deleted.

14. In paragraph 1101 of the Facilities Agreement, the reference to "Exhibit B2" shall be deemed to also include the First and Second Amendment to Consent to Facilities Agreement.

15. The Escrow Agreement and the Indemnity and Contingent Claim Agreement, in the form annexed on Exhibits F1 and F2, respectively, to the Facilities Agreement and heretofore delivered to the Secretary of American Airlines, Inc. by the holder of the Facilities Stock (as defined in the Facilities Agreement), shall be given full force and effect in accordance with their terms when a majority of the Contracting Airlines shall have given notice of their election to acquire the Facilities Stock (as such term is defined in the Facilities Agreement). The foregoing continuation of the Escrow Agreement and the Indemnity and Contingent Claim Agreement is consented and agreed to by the parties hereto, and as evidenced at the end hereof, by the Secretary of American Airlines, Inc., as Escrow Agent, and by Ogden Maintenance Securities, Inc. (previously named Allied Maintenance Securities, Inc.), as holder of the Facilities Stock.

16. When this agreement becomes effective, it shall constitute the consent of a majority of the Contracting Airlines, as defined in paragraph 103 of the Facilities Agreement,

to (i) the execution by Ogden and the Facilities Corporation of the First Amendment to the Pipeline Operating Agreement dated as of August 1, 1995, and the execution of the First Amendment to Consent to Pipeline Operating Agreement dated as of August 1, 1995, (ii) the execution of the First Supplement, and (iii) the execution by Ogden of Fuel Storage Service Agreements in the form attached hereto as Exhibit C-1.

17. In paragraph 1401 of the Facilities Agreement the zip code appearing in lines five and six is hereby changed to read "10121".

18. In order to achieve the principal purpose of the Port Authority set forth in Section 41 of the Site Lease, any person, corporation or entity operating aircraft at the Airport or any Supplier or Fixed Based Operator, as defined in the Facilities Agreement, not then a party to the Facilities Agreement may use the Facilities for the purposes set forth in Section 5 of the Site Lease provided it is then party to a Fuel Storage Service Agreement with Ogden and may become a Contracting Airline party to the Facilities Agreement (i) by depositing with Ogden and with the Port Authority an executed counterpart of the Facilities Agreement evidencing its agreement to comply with all of the representations, conditions and obligations of a Contracting Airline set forth in the Facilities Agreement and in the Consent to Facilities Agreement, as amended, and (ii) by executing and delivering to the Port Authority a consent agreement in form satisfactory to the Port Authority.

19. Except as herein specifically amended, the Facilities Agreement, as heretofore amended, shall remain in full force and effect.

20. Each of the Contracting Airlines listed on the signature pages of this agreement shall be presented for execution with a counterpart hereof. Each such counterpart shall evidence the prior execution thereof by Facilities Corporation, Ogden, Ogden

Maintenance Securities, Inc. and the Escrow Agent. If this agreement becomes effective as hereinafter provided, each such counterpart shall constitute but a single agreement among the parties hereto. This agreement shall become effective as of August 1, 1995 (i) when a majority of the Contracting Airlines, as defined in paragraph 103 of the Facilities Agreement, shall have executed a counterpart hereof, and (ii) when the the Port Authority shall have executed and delivered the Second Amendment to Consent to Facilities Agreement and (iii) when the First Supplement and the First Amendment to the Pipeline Operating Agreement (including the Consent thereto) shall have been executed and delivered by the parties thereto. After this agreement becomes effective, Ogden shall distribute to each Contracting Airline a conformed copy of the signature pages hereof evidencing the execution hereof by the requisite number of Contracting Airlines.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Attest: LaGuardia Fuel Facilities Corporation

Alice R. Nicholas By: Robert L. Rose

Its: President

Attest: ALLIED AVIATION SERVICE COMPANY OF NEW YORK, INC. FORMERLY NAMED Ogden Aviation Service Corporation Of New York, Inc.

Alice R. Nicholas By: Robert L. Rose

Its: President

CONTRACTING AIRLINES:
(scheduled aircraft operators)

Attest:

William J. Hoggins
Ass't. Corp. Secretary

American Airlines, Inc.

By: _____

Its: Corporate Secretary

Attest:

_____

Continental Airlines, Inc.

By: _____

Its: _____

Attest:

_____

~~American West Airlines, Inc.~~

By: _____

Its: _____

Attest:

_____

Northwest Airlines, Inc.

By: _____

Its: _____

Attest:

_____

Air Canada

By: _____

Its: _____

Attest: Shuttle, Inc. d/b/a US Airways Shuttle

_____ By: _____

Its: _____

Attest: Delta Air Lines, Inc.

_____ By: _____

Its: _____

Attest: Midwest Express Airlines, Inc.

_____ By: _____

Its: _____

Attest: ~~Trans World Airlines, Inc.~~

_____ By: _____

Its: _____

Attest: US Airways, Inc.

_____ By: _____

Its: _____

Attest: United Airlines, Inc.

_____ By: _____

Its: _____

CONTRACTING AIRLINES:
(fuel suppliers)

Attest:

World Fuel Services, Inc.

_____

By: _____

Its: _____

Attest:

~~BP Exploration & Oil Inc., acting by and through Air BP, a division thereof~~

_____

By: _____

Its: _____

Attest:

~~Costal Refining & Marketing, Inc.~~

_____

By: _____

Its: _____

Attest:

Material Services Company, Inc.

_____

By: _____

Its: _____

CONTRACTING AIRLINES:
(Fixed Base Operator)

Attest:

Signature Flight Support Corporation

_____

By: _____

Its: _____

HOLDER OF THE FACILITIES STOCK:
ALLIED AVIATION HOLDINGS CORPORATION,
HOLDER SUCCESSOR TO
Ogden Maintenance Securities, Inc.

Attest:

Alvin R. Nicholes

By: Robert R. Rose

Its: President

ESCROW AGENT:

Corporate Secretary
American Airlines, Inc.

[THIS PAGE LEFT INTENTIONALLY BLANK]

GA641EX.1E
supl

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

Port Authority Agreement **No. AG-643**
Supplement No. 1
Port Authority Facility - LaGuardia Airport

FIRST SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of July 31, 1995 (the "First Supplemental Agreement") by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as "the Port Authority") and AMERICAN AIRLINES, INC., a corporation of the State of Delaware, ~~and TRANS WORLD AIRLINES, INC., a corporation of the State of Delaware~~, and DELTA AIR LINES, INC., a corporation of the State of Delaware, and UNITED AIR LINES, INC., a corporation of the State of Delaware (hereinafter jointly, severally and collectively called "the Lessee" or "the Assignor") and LAGUARDIA FUEL FACILITIES CORPORATION (hereinafter referred to as "the Assignee"), a corporation organized and existing under the laws of the State of New York and having an office and place of business at Two Pennsylvania Plaza, 25th Floor, New York, N.Y. 10121–0032 and whose representative is Mr. Dennis Blair, its Senior Vice-President.

WITNESSETH, That:

WHEREAS, the Port Authority heretofore as of November 1, 1972 entered into an agreement of lease with the Lessee (which then also included Eastern Air Lines, Inc.) (which agreement as the same may have been heretofore supplemented and amended is hereinafter referred to as "the Lease") covering the letting by the Port Authority to the Lessee of certain premises at LaGuardia Airport, as more particularly described in the Lease; and

WHEREAS, the Lease was assigned by the Lessee to the Assignee pursuant to an Assignment of Lease with Assumption and Consent agreement dated as of November 15, 1972 and entered into among the Lessee (as Assignor, which then also included Eastern Air Lines, Inc.), the Assignee and the Port Authority and covering the consent of the Port Authority, and the terms and conditions thereof, to the said assignment of the Lease from the Lessee to the Assignee (said agreement being hereinafter referred to as the "Lease Assignment, Assumption and Consent Agreement"); and

Rec'd 6/27/09 3:16

WHEREAS, pursuant to the Lease Assignment, Assumption and Consent Agreement the Lessee continued fully liable for the performance of all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, of the Lease on the part of the Lessee or tenant thereunder to be performed, all as more fully set forth in the Lease Assignment, Assumption and Consent Agreement; and

WHEREAS, pursuant to the Lease Assignment, Assumption and Consent Agreement the Assignee thereby assumed the performance of all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, contained in the Lease, to be performed on the part of the lessee or tenant thereunder, as though the Assignee were the original signatory to the Lease, all as more fully set forth in the Lease Assignment, Assumption and Consent Agreement; and

WHEREAS, the Port Authority, the Lessee and the Assignee desire to extend the term of the letting under the Lease and to amend the Lease in certain other respects ;and

WHEREAS, the Port Authority, the Lessee and the Assignee also desire to provide herein for the continuation of the Lease Assignment, Assumption and Consent Agreement and of the terms and conditions thereof, with respect to the Lease as herein extended, supplemented and amended, including without limitation the continuation of the obligations and liabilities of the Lessee and of the Assignee thereunder, and also for the continuation of the Port Authority's consent thereunder, during the extension of the term of the Lease as herein extended, supplemented and amended;

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, effective as of July 31, 1995, unless stated otherwise, it is hereby agreed as follows:

1. The term of the letting under the Lease is hereby extended for the period ending on July 31, 2000, unless sooner terminated.

2. Section 4 of the Lease entitled "Rental" shall be deemed amended as follows:

(a) The words "until the expiration of the letting" appearing on the seventh (7th) and eighth (8th) lines thereof shall be deemed amended to read "until July 31, 1995".

(b) The following two sentences shall be deemed added at the end thereof reading as follows:

"For the extended term of the letting hereunder (that is, the period commencing August 1, 1995 and expiring July 31, 2000), the Lessee shall pay to the Port Authority rental at the rate of Nine Hundred Seventy Thousand Dollars and No Cents ($970,000.00) per annum, payable in advance in equal monthly

installments on the first day of August, 1995 and on the first day of each and every calendar month thereafter for the balance of the said extended term of the letting."

3. (a) Paragraph (a) of Section 6 of the Lease shall be deemed amended to read as follows:

"(a) The Lessee shall promptly comply with, observe and execute all laws and ordinances and governmental rules, regulations, requirements, orders, directives and similar items (including without limitation all Environmental Requirements) now or at any time during the term of this Lease which as a matter of law are applicable to or which affect (i) the premises, (ii) the operations of the Lessee, or others with the consent or permission of the Lessee, at the premises hereunder or the Airport, (iii) the occupancy or use of the premises or (iv) with regard to Environmental Requirements, property or area outside the premises as a result of the use and occupancy of, or operations at, the premises or a migration, discharge or other release of Hazardous Substances from the premises. The Lessee shall, in accordance with and subject to the provisions of Section 33 hereof, make any and all structural and non-structural improvements, alterations or repairs of or to the premises and perform all remediation work, clean up and removal of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein."

(b) Paragraph (b) of said Section 6 shall be deemed amended (i) by adding the phrase "at its own cost and expense" after the word "shall" and before the word "procure" on the first (1st) line thereof, and (ii) further by adding the phrase "and shall maintain in full force and effect throughout the term of this Agreement" immediately after the word "hereunder" and before the word "all" appearing on the second (2nd) line thereof.

4. Section 8 of the Lease shall be deemed amended by adding new paragraphs (g) and (h) immediately after paragraph (f) thereof to read as follows:

"(g) Without limiting any other of the Lessee's obligations under the Lease, the Lessee shall provide the General Manager of the Airport at the cost and expense of the Lessee with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as the Port Authority may request in connection with any Environmental Requirements or Environmental Damages, and the Lessee shall promptly acknowledge, swear to, sign or otherwise fully execute the same. The Lessee agrees that any of the foregoing may be filed by the Port Authority with the appropriate governmental authority on behalf of the Lessee at the Lessee's cost and expense. Further, the Lessee agrees, unless directed otherwise by the Port Authority, to provide the General Manager of the Airport with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by the Lessee to a governmental authority and by a governmental authority to the Lessee within two (2) business days that

the same are made available to or received by the Lessee with respect to any Environmental Requirements.

(h) In addition to and without limiting the generality of the obligations of the Lessee set forth above and elsewhere in the Lease, the Lessee shall at its sole cost and expense and in accordance with and subject to the provisions of Section 33 hereof, upon notice from the Port Authority, promptly take all actions to completely remove and remediate all Hazardous Substances which result from the Lessee's use or occupancy of the premises or which have been disposed of, released or discharged on, under or about the premises during the term of the letting hereunder, and to clean-up and remediate all other Hazardous Substances on, about or under the premises or which have migrated from the premises to any adjoining property or other area (adjoining or otherwise) which any federal, state or local governmental agency or political subdivision or any Environmental Requirements or any violation thereof require to be remediated, or which are necessary to mitigate Environmental Damages; and the foregoing obligations of the Lessee shall include without limitation the investigation of the environmental condition of the area to be remediated, the presentation of feasibility studies, reports and remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or restoration work; the standard for any of the foregoing to be that standard as required under Environmental Requirements and in the event that any Environment Requirement sets forth more than one standard, the standard to be applied shall be that which requires the lowest level of a Hazardous Substance. Any such actions of the Lessee with respect to its obligations hereunder shall be performed in a good, safe and workmanlike manner and shall minimize any impact on activities off the premises. The Lessee shall promptly provide to the Port Authority all copies of test results and reports generated in connection with such actions. Promptly upon completion of such investigation and remediation, the Lessee shall seal or cap all monitoring wells and test holes, remove all associated equipment and restore the remediated property."

5. Section 9 of the Lease shall be deemed amended as follows:

(a) The phrase "or at the Airport" shall be deemed inserted immediately after the word "premises" and before the comma on the second (2nd) line thereof, and also immediately after the word "premises" and before the period on the fourth (4th) line thereof.

(b) The following new paragraphs "(e)" and "(f)" shall be deemed added at the end thereof to read as follows:

"(e) The Lessee shall not dispose of nor permit any one to dispose of any waste material (whether liquid or solid) by means of the toilets, manholes, sanitary

sewers or storm sewers in the premises or on the Airport except after treatment in installations or equipment included in plans and specifications submitted to and approved by the Port Authority.

(f) The Lessee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on or from the premises or at the Airport. In addition to and without limiting Sections 6 and 8 of this Agreement or any term, provision, covenant or condition hereof, any Hazardous Substance disposed of, released or discharged by the Lessee (or permitted by the Lessee to be disposed of, released or discharged) on or from the premises or at the Airport, shall upon notice from the Port Authority to the Lessee and subject to the provisions of Section 33 hereof, be completely removed, cleaned-up and/or remediated, in accordance with all Environmental Requirements, by the Lessee, at the Lessee's sole cost and expense. The obligations of the Lessee pursuant to this paragraph (f) shall survive the expiration or termination of this Agreement."

6. Section 11 of the Lease entitled "Insurance" shall be deemed amended as follows:

(a) The following phrase shall be deemed inserted immediately after the word "against" and before the word "such" appearing in the fourth (4th) line of the first paragraph thereof to read as follows:

"all risks of physical loss or damage (including but not limited to flood and earthquake risks) if available, and if not available, then against".

(b) The words and punctuation "flood, earthquake" shall be deemed inserted immediately after the comma appearing after the word "riot" and before the word "civil" appearing in the eighth line of the first paragraph thereof.

(c) The following phrase shall be deemed inserted immediately after the word "York" and before the period at the end of the first subparagraph of paragraph (a) of said Section 11 to read as follows:

"and the Lessee shall furthermore provide additional insurance or shall cover by self-insurance covered by appropriate reserves with respect to the premises covering any other peril of loss or damage that the Port Authority may at any time during the term of this Agreement cover by carrier or self-insurance covered by appropriate reserves at other locations at the Airport upon written notice to the Lessee to such effect."

(d) The word and number "ten (10)" appearing on the tenth line and again on the thirteenth line of the fourth (4th) subparagraph of paragraph (a) of said Section 11 shall be deemed amended to read "thirty (30)".

(e) The following new subparagraph "(b)" shall be deemed inserted at the end of said paragraph (a) of said Section 11 to read as follows:

"(b) If the Port Authority at any time so requests, the Lessee shall make available to the Port Authority at a location in the Port of New York District, during normal business hours, the original or a certified copy of the entirety of each of the said policies of insurance required under this Section and shall, upon request, deliver to the Port Authority a certified copy of such portions of said policies pertaining to the coverage hereunder as the Port Authority may request."

7. Section 13 of the Lease shall be deemed amended as follows:

(a) Paragraph (a) of said Section 13 shall be deemed amended to read as follows:

"(a) (1) The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any breach or default of any term or provision of this Agreement by the Lessee or out of the use or occupancy of the premises by the Lessee, or by others with its consent or permission, or out of any of the acts or omissions of the Lessee, its officers, employees, guests, representatives, customers, contractors, invitees, business visitors and other persons who are doing business with the Lessee or who are at the premises with the consent of the Lessee, or arising out of the acts or omissions of the Lessee, its officers and employees elsewhere at the Airport; including claims and demands of the City of New York from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or through agreement of the Port Authority with the said City.

(2) If so directed, the Lessee shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority."

(b) Paragraph (b) of said Section 13 of the Lease shall be deemed amended to read as follows:

"(b) In addition to the obligations set forth in paragraph (a) of this Section and all other insurance required under this Agreement, the Lessee during the term of this Agreement in its own name as insured and including the Port Authority as an additional insured shall maintain and pay the premiums on a policy or policies of Comprehensive General Liability Insurance, including premises-operations, products, completed operations, and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below, and Comprehensive Automobile Liability Insurance covering owned, non-owned and hired vehicles and including automatic coverage for newly acquired vehicles and providing for coverage in the limits set forth below, and Environmental Impairment Liability insurance, including additional coverage for sudden, unintended and unexpected seepage, pollution or contamination, in the limits set forth below. Without limiting the provisions hereof, in the event the Lessee maintains the foregoing insurance in limits greater than set forth below, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all the terms and provisions thereof. All the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority and shall also provide or contain an endorsement providing that the protections afforded the Port Authority thereunder and with respect to any claim or action against the Port Authority by the Lessee shall be the same as the protections afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person as if the Port Authority were the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as an additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Lessee under paragraph (a) hereof.

		Minimum Limits
I.	Workers' Compensation	Statutory as required
	Employer's Liability	$500,000
II.	Legal Liability Insurance	
	A. Airport Premises - Operations	
	Comprehensive General Liability, including automotive vehicles, contractual and products hazards	$500,000,000 each occurrence, combined single limit for bodily injury and property damage, subject to a $500,000,000 annual

		policy aggregate for products hazards coverage
	B. Automotive Vehicles (while away from Airport premises)	
	Comprehensive Automotive Vehicles Liability	$75,000,000 each occurrence, combined single limit for bodily injury and property damage
III.	Environmental Impairment Liability, including additional coverage for sudden, unintended, and unexpected seepage, pollution or contamination	$4,000,000 per claim subject to a deductible of $50,000 per claim and $8,000,000 annual policy aggregate and excess public liability insurance with combined coverage limits of $50,000,000 per occurrence excess of the primary $8,000,000 insurance coverage.

The Lessee, promptly upon its execution of the First Supplemental Agreement to this Lease, shall deliver to the Port Authority evidence of the existence of all of the aforesaid required insurance in accordance with paragraph (c) of this Section 13.

All insurance coverages and policies required under this Section may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the letting hereunder. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Lessee shall promptly comply therewith. Further, and without limiting the foregoing, it is specifically understood and agreed that the Port Authority shall have the right upon notice to the Lessee given from time to time and at any time to require the Lessee to increase any or all of the foregoing limits and the Lessee shall promptly comply therewith and shall promptly submit a certificate or certificates evidencing the same to the Port Authority."

(c) The word and number "fifteen" appearing on the fourteenth (14th) and on the twenty-fourth (24th) line of paragraph (c) of said Section 13 shall be deemed amended to read

"thirty (30)".

8. (a) The second paragraph of subparagraph (1) of paragraph (e) of Section 19 of the Lease shall be deemed amended by striking the period at the end thereof and by inserting the following:

> ";provided that from and after August 1, 1995 the term 'other Participants' shall mean the scheduled aircraft operators and any Fixed Base Operator, as defined in paragraph 126 of the Facilities Agreement, then at the Airport (other than the scheduled aircraft operators comprising the Lessee)."

(b) The sixteenth (16th) line of subparagraph (2) of paragraph (e) of Section 19 of the Lease shall be deemed amended by inserting after the word "premises" the following:

> "or with the Lessee or the other Participants who store their own fuel in the premises".

(c) Subparagraph (2) of paragraph (e) of Section 19 of the Lease shall be deemed amended by inserting after the word "Participants" appearing on the final line thereof and before the period, the following phrase:

> ";it being understood that, in accordance with paragraphs (a), (f) and (g) hereof, any such acquisition shall not limit, affect or impair the obligation of the Lessee to obtain the further prior written consent of the Port Authority, with respect to any agreement or arrangement among the Lessee, the Participants and/or any other person involving any of the matters covered by the Facilities Agreement (including without limitation any renewal, amendment or supplement thereof) or any use or operation at the premises; which consent may, at the discretion of the Port Authority, include such terms and conditions as the Port Authority may deem appropriate."

9. Section 23 of the Lease shall be deemed amended as follows:

(a) The parenthetical phrase "(including but not limited to the cost to the Port Authority of in-house legal services)" shall be deemed inserted immediately after the word "expenses" and before the second comma appearing in the third (3rd) line of subparagraph (2) of paragraph (b) thereof.

(b) A new paragraph (c) shall be deemed inserted immediately after paragraph (b) thereof to read as follows:

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

10. Section 31 of the Lease shall be deemed amended by inserting the word and symbol "(a)" immediately preceding the word "No" on the first line thereof and by adding two new paragraphs "(b)" and "(c)" at the end thereof to read as follows:

"(b) The Lessee hereby agrees that it took the premises in its condition as of the commencement of the term of the letting hereunder with respect thereto and further agrees to relieve the Port Authority from and to assume all responsibility for any and all risks, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, the condition of the premises whether any aspect of such condition existed prior to, on or after the effective date of the letting of the premises hereunder, including without limitation all Environmental Requirements and Environmental Damages, and to indemnify and hold harmless the Port Authority for all such risks, responsibilities, costs and expenses. Without limiting any obligation of the Lessee to commence operations hereunder at the time and in the manner stated elsewhere in this Agreement, the Lessee agrees that no portion of the premises will be used initially or at any time during the letting which is in a condition unsafe or improper for the conduct of the Lessee's operations hereunder so that there is possibility of injury or damage to life or property. It is hereby understood and agreed that whenever reference is made in this Lease to the condition of the premises as of the commencement of the term thereof, the same shall be deemed to mean the condition of the premises as of the date of this Agreement, and as to the improvements made and the alteration work performed during the term of the Agreement in the condition existing after the completion of the same.

(c) All the obligations of the Lessee under this Section with respect to responsibilities, risks, costs and expenses assumed by the Lessee shall survive the expiration or termination of this Agreement."

11. Section 32 of the Lease entitled "Notices" shall be deemed amended as follows:

(a) The words "or certified" shall be deemed inserted immediately after the word "registered" and before the word "mail" appearing in the seventh (7th) line thereof.

(b) Lines twelve through eighteenth thereof shall be deemed amended to read as follows:

"Executive Director, and the Lessee designates the Delta Air Lines, Inc., Station Manager, LaGuardia Airport, as its common representative upon whom notices and requests may be served, and the Port Authority designates its office at One World Trade Center, New York, New York 10048 and the Lessee designates the office of the Station Manager, Delta Air Lines, Inc., LaGuardia Airport, Queens, New York 11371 as the common office of the Lessee where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof."

12. Section 34 of the Lease entitled, "Place of Payments" shall be deemed amended

to read as follows:

"All payments required of the Lessee by this Agreement shall be made to The Port Authority of New York and New Jersey, P.O. Box 17309, Newark, New Jersey 07194, or to such other address, office or location as may be substituted therefor by the Port Authority by notice to the Lessee from time to time."

13. Section 35 of the Lease shall be deemed amended by inserting the following new paragraph (c) immediately after paragraph (b) thereof:

"(c) If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof."

14. Paragraph (a) of Section 38 of the Lease is hereby amended as follows:
The number "225KVA" appearing in the sixth line thereof shall be deemed amended to read "1500KVA".

15. (a) Paragraph (j) of Section 44 of the Lease shall be deemed amended by adding at the end thereof the following paragraph:

"The Lessee's Unamortized Capital Investment in the premises will be zero on or before June 30, 1995."

(b) Section 44 of the Lease shall be deemed amended by adding at the end thereof the following new paragraphs (k), (l) and (m) to read as follows:

"(k) 'Environmental Damages' shall mean any one or more of the following: (i) the presence on, about or under the premises of any Hazardous Substance and/or (ii) the disposal, discharge, release or threatened release of any Hazardous Substance from the premises, and/or (iii) the presence of any Hazardous Substance on, about or under other property at the Airport as a result of the use and occupancy of, or operations at, the premises by the Lessee or by others with the consent or permission of the Lessee or a migration of a Hazardous Substance from the premises, and/or (iv) any personal injury (including wrongful death) or property damage arising out of or related to any such Hazardous Substance, and/or (v) the violation of any Environmental Requirements pertaining to any such Hazardous Substance, the premises and/or the activities or operations thereon.

(l) 'Environmental Requirements' and 'Environmental Requirement' shall mean all applicable present and future laws, statutes, enactments, resolutions, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, requirements and similar terms, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states

and political subdivisions thereof and all applicable judicial, administrative and regulatory decrees, judgments, and orders relating to the protection of human health or welfare or the environment, and in the event that there shall be more than one compliance standard, the standard for any of the foregoing to be that which requires the lowest level of a Hazardous Substance, the foregoing to include without limitation:

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

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

(m) 'Hazardous Substances' and 'Hazardous Substance' shall mean and include without limitation any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, petroleum and petroleum products and other substances which have been or in the future shall be declared to be hazardous or toxic, or the removal of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have been or in the future shall be restricted, prohibited, regulated or penalized by any Environmental Requirement."

16. (a) Section 45 of the Lease entitled"Entire Agreement" shall be deemed renumbered as "Section 49" and the Lease is hereby further amended by adding thereto, and making a part thereof, the following new Sections 45, 46, 47 and 48 to read as follows:

"Section 45. <u>Storage Tanks: Lessee's Additional Environmental Responsibilities</u>

(a) As used herein the term 'Section 2 Tanks' shall mean and include all underground fuel storage tanks and aboveground fuel storage tanks and its or their appurtenances, pipes, lines, fixtures and other related equipment and any and all other storage tanks, installed or located in, on or under the premises prior to the effective date of the First Supplemental Agreement to this Lease and its or their appurtenances, pipes, lines, fixtures and other related equipment, and including without limitation all aboveground storage tanks and underground storage tanks and facilities installed or located in, on or under the premises, including the existing facilities, as described in Section 2 hereof and the underground fuel line installed in the underground easement referred to in Sections 1, 2 and 42 hereof. The term 'Other Tanks' shall mean and include all underground storage tanks and aboveground storage tanks and its or their appurtenances, pipes, lines, fixtures and other related equipment and any

and all other storage tanks installed in the premises during the term of the letting hereunder subsequent to the said effective date of the First Supplemental Agreement to this Lease and its or their appurtenances, pipes, lines, fixtures and other related equipment, and also including without limitation all aboveground storage tanks and underground storage tanks regulated now or in the future by any Governmental Authority. The Section 2 Tanks and the Other Tanks are hereinafter collectively called the 'Tanks'.

The Lessee hereby agrees that title and ownership of the Other Tanks shall be and remain in the Lessee, notwithstanding anything to the contrary in the Lease or in any construction or alteration application. The Lessee hereby further acknowledges and agrees, without limiting any other Section, term or provision of this Agreement, that, with respect to Environmental Requirements and Environmental Damages as the same shall pertain and apply to the Section 2 Tanks, the Lessee at all times since the commencement of the term of the letting under the Lease shall have full and sole responsibility for the same and including but not limited to the indemnity obligations required of the Lessee under the following provisions of this Section, and that for all such purposes ownership of the Section 2 Tanks shall be deemed to be in the Lessee at all times during the entire term of the Lease; and the provisions of Section 2 (e) hereof with respect to the vesting of title to any or all of the Section 2 Tanks in the City of New York shall neither relieve nor release nor be deemed to have relieved or released the Lessee from any of the same. It is understood and agreed that the Section 2 Tanks shall continue to be and remain in and part of the premises under and as provided in the Lease during the term of the letting hereunder and subject to all of the terms and provisions hereof, and that the foregoing provisions shall not and shall not be deemed to release or relieve the Lessee from its obligations to keep and maintain and use the Section 2 Tanks at the premises at all times during the term of the letting under the Lease in accordance with the terms and provisions of the Lease or from any of its other obligations and liabilities under the Lease. 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 subsequent to said effective date shall be installed pursuant to the terms and conditions of the Lease including without limitation Section 33 thereof and nothing in this Section 45 shall or shall be deemed to be permission or authorization for such installation.

(b) Without limiting the generality of any of the terms or 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, repairs or non-routine maintenance to the Tanks without the prior written approval of the Port Authority.

(c) Without limiting any of the foregoing, it is hereby agreed that title to and ownership of the Other Tanks shall remain, as aforesaid, in the Lessee until the earlier to occur of (1) receipt by the Lessee of notice from the Port Authority that title to the Other Tanks shall vest in the Port Authority or in the City of New York or (2) receipt by the Lessee of notice from the Port Authority that the Port Authority waives its right to require the Lessee to remove the Other Tanks from the premises as set forth in paragraph (i) below. The vesting of title to the Other Tanks in the Port Authority or in the City of New York, if at all, in accordance with

the foregoing term (1) shall in no event relieve the Lessee from the obligation to remove the Other Tanks from and restore the premises in accordance with paragraph (i) below.

(d) Without limiting Sections 6 and 8 hereof or the generality of any other Section, term or provision of the Lease, the Lessee shall at its own cost and expense comply with all Environmental Requirements pertaining to the Tanks and any presence, pumping, pouring, venting, emitting, emptying, leakage, deposit, spill, discharge or other release of Hazardous Substances from the Tanks or in connection with their use, operation, maintenance, inspection, testing or repair (any such presence, pumping, pouring, venting, emitting, emptying, leakage, deposit, spill, discharge or other release during the period the Lessee or others with the consent or permission of the Lessee shall use or occupy the premises or use the Tanks being hereinafter called a 'Discharge') including without limitation registering and testing the Tanks, submitting all required clean-up plans, bonds and other financial assurances, performing all required clean-up and remediation of a Discharge and filing all reports, making all submissions to, providing all information required by, and complying with all requirements of, all governmental authorities pursuant to the Environmental Requirements.

Nothing in the foregoing shall be construed as a submission by the Port Authority to the application to itself of the Environmental Requirements, provided, however, no immunity or exemption of the Port Authority from the Environmental Requirements shall excuse the compliance therewith by the Lessee or shall be grounds for non-compliance therewith by the Lessee.

(e)(1) Without limiting Section 13 of the Lease, or any other Section, term or provision of the Lease, the Lessee hereby assumes all risks arising out of or in connection with the Tanks and the use, operation, maintenance, inspection, testing, repair and replacement thereof and all Environmental Damages 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, cleanup and remediation costs, court costs and litigation expenses), all claims and demands, just or unjust, of third persons (such claims and demands being hereinafter in this Section referred to as 'Claims' and singularly referred to as a 'Claim') including but not limited to those for personal injuries (including death), property damages, or environmental impairment, arising or alleged to arise out of or in any way related to, the failure of the Lessee to comply with each and every term and provision of the Lease, or the Tanks, or any Discharge or Environmental Damages, or any lawsuit brought or threatened, settlement reached or any governmental order relating to the Tanks or a Discharge or Environmental Damages, or any violation of any Environmental Requirements or demands of any governmental authority based upon or in any way related to the Tanks or a Discharge or Environmental Damages, and whether such arise out of the acts or omissions of the Lessee or of customers, contractors, licensees, sublicensees, sublessees, agents or representatives of the Lessee or of other users of the premises or of third persons or out of the acts of God or the public enemy or otherwise including claims by the City of New

York against the Port Authority pursuant to the provisions of the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City against claims. It is understood the foregoing indemnity shall cover all claims, demands, penalties, settlements, damages, fines, costs and expenses of or imposed by any governmental authority under the Environmental Requirements.

If so directed, the Lessee shall at its own expense defend any suit based upon any such Claim (even if such Claim is groundless, false or fraudulent) and in handling such it shall not without first having express advance permission from the General Counsel of the Port Authority raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(2) The foregoing indemnity obligations of the Lessee shall be in addition to, and not in derogation or limitation of, all other indemnity obligations of the Lessee under the Lease.

(f) The Lessee's obligations under this Section shall survive the expiration or earlier termination of the Lease.

(g) In addition to the requirements of Sections 6, 8, 9 and 10 of the Lease and paragraph (b) hereof, 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 and of such surrounding area as the Port Authority shall direct, and (ii) to clean-up and remediate any Discharge, regardless of whether any Environmental Requirement or governmental authority shall require such testing, clean-up or remediation, which testing, clean-up and remediation shall be performed pursuant to an alteration application prepared by the Lessee and submitted to the Port Authority for the Port Authority's approval.

(h) Without limiting Section 6 hereof or any other Section, term or provision of the Lease, in the use and operation of the Tanks, the Lessee shall not permit any Hazardous Substance from entering the ground including without limitation (subject to Section 33 hereof) installing appropriate spill and overfill devices and placing an impervious material, such as asphalt or concrete, over the ground area above and in the vicinity of the Tanks.

(i) (1) The Lessee shall remove the Other Tanks from the premises on the expiration of the Lease (anything in Section 29 hereof to the contrary notwithstanding) and dispose of the same off the Airport in accordance with all Environmental Requirements. Nothing herein shall release or relieve the Lessee from complying with all terms and provisions of the Lease, including without limitation Section 10 hereof and all Environmental Requirements, with respect to any removal, disposal, care, maintenance, repair or replacement of the Section 2 Tanks.

(2) Without limiting the foregoing or any other term or provision of this Agreement, 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, provided, however, that the Lessee 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 or by Environmental Requirements and shall clean-up and remediate contamination disclosed by said testing in accordance with the terms and provisions of this Agreement, including without limitation all Environmental Requirements and all requirements of the Port Authority. In the event the Lessee does not remove Tanks as required by subparagraph (1), the Port Authority may, at its option and in addition to any other remedies which may be available to it, 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."

"Section 46. <u>The Lessee's Additional Ongoing Affirmative Action Equal Opportunity Commitment</u>

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

(b) In addition to and without limiting the foregoing, and without limiting any other term or provision of this Agreement, it is hereby agreed that the Lessee in connection with its continuing operation, maintenance and repair of the premises, or any portion thereof, as provided in this Agreement, and in connection with every award or agreement for concessions or consumer services at the Airport, shall throughout the term of the letting hereunder commit itself to and use good faith efforts to implement an extensive program of affirmative action, including specific affirmative action steps to be taken by the Lessee, to ensure maximum opportunities for employment and contracting by minorities and women, and by Minority Business Enterprises and Women-owned Business Enterprises. In meeting the said commitment the Lessee agrees to submit to the Port Authority for its review and approval the Lessee's said extensive affirmative action program, including the specific affirmative action steps to be taken by the Lessee to meet its aforesaid commitment, within sixty (60) days after the execution of the First Supplemental Agreement to this Lease. The Lessee shall incorporate in its said program such revisions and changes which the Port Authority initially or from time to time may reasonably require. The Lessee throughout the

term of the letting hereunder shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of the Lessee's progress in implementing the said program and shall supply to the Port Authority such information, data and documentation with respect thereto as the Port Authority may from time to time and at any time request, including but not limited to annual reports.

(c) (1) 'Minority' as used herein 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).

(2) 'Minority Business Enterprise' (MBE) as used herein 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.

(3) 'Women-owned Business Enterprise' (WBE) as used herein 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 .

(4) Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(i) Dividing the work to be subcontracted into smaller portions where feasible.

(ii) Actively and affirmatively soliciting bids for

subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Lessee shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation as called for in paragraph (b) above, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(iii) Making plans and specifications for prospective work available to MBEs and WBEs in sufficient time for review.

(iv) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(v) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee will meet its obligations hereunder.

(vi) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(vii) Submitting quarterly reports to the Port Authority (Office of Business and Job Opportunity) detailing its compliance with the provisions hereof.

(d) The Lessee's non-compliance with the provisions of this Section shall constitute a material breach of this Agreement. In the event of the breach by the Lessee of any of the above provisions the Port Authority may take any appropriate action to enforce compliance; or in the event such non-compliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Agreement and the letting hereunder with the same force and effect as a termination under the Section of this Agreement providing for termination for default by the Lessee in the performance or observance of any other term or provision of this Agreement or may pursue such other remedies as may be provided by law.

(e) In the implementation of this Section, the Port Authority may consider compliance by the Lessee with the provisions of any federal, state or local law concerning affirmative action-equal employment opportunity which are at least equal to the requirements of this Section, as effectuating the provisions of this Section. If the Port Authority determines that by virtue of such compliance with the provisions of any such federal, state or local law that the provisions hereof duplicate or conflict with such law the Port Authority may waive the applicability of the provisions of this Section to the extent that such duplication or conflict exists.

(f) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the

application of requirements for the hiring of local or other area residents.

(g) Nothing in this Section shall grant or be deemed to grant to the Lessee the right to make any agreement or award for concessions or consumer services at the Airport.

"Section 47. Late Charges

If the Lessee should fail to pay any amount required under this Agreement when due to the Port Authority, including without limitation any payment of rental or any payment of utility fees or charges, or other charges or fees, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods during each calendar year; each late charge period shall be for a period at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section, with respect to such unpaid amount. Each late charge shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the rentals as set forth in Section 4 hereof. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Agreement, including without limitation the Port Authority's rights set forth in the section of this Agreement entitled 'Termination by the Port Authority' or (ii) any obligations of the Lessee under this Agreement. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Agreement shall be payable instead at such legal maximum.

"Section 48. Security Deposit

(a) Upon the execution by the Lessee of the First Supplemental Agreement (by which this Section 48 is incorporated into and made part of the Lease) and delivery thereof to

the Port Authority, the Lessee shall deliver to the Port Authority as security for the Lessee's 'Environmental Obligations' (hereinafter defined) a clean irrevocable letter of credit issued to and in favor of the Port Authority, by a banking institution having its main office within the Port of New York District and acceptable to the Port Authority, payable in the Port of New York District, in the amount of Three Million Dollars and No Cents ($3,000,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue during the term of this Lease and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory clean irrevocable letter of credit. Upon notice of cancellation of a letter of credit the Lessee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another clean irrevocable letter of credit in accordance with this Section and satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof without statement of default and thereafter the Port Authority will hold the same as security under this Section. Failure to provide such a letter of credit at any time during the term of this Lease, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Lease on the part of the Lessee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice to draw upon said letter of credit or any part thereof, and use the security hereunder, in whole or partial satisfaction of any of its claims or demands against the Lessee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of a letter of credit shall cure any default or breach of the Lease on the part of the Lessee. If requested by the Port Authority, said letter of credit shall be accompanied by a letter expressing the opinion of counsel for the banking institution that the issuance of said clean irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. If the Port Authority shall at any time make any drawing under a letter of credit held by the Port Authority hereunder, the Lessee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. If at any time any bank shall fail to make any payment to the Port Authority in accordance with any letter of credit issued by any such bank in favor of the Port Authority as herein provided, the Lessee shall cause to be delivered to the Port Authority on demand another clean irrevocable letter of credit satisfactory to the Port Authority and issued by another banking institution in favor of the Port Authority and satisfactory to it, in an amount equal to the original amount of the said letter of credit. Notwithstanding anything hereinabove provided, any failure of any banking institution issuing a letter of credit in favor of the Port Authority to make payments as provided in said letter of credit shall be deemed to be a breach of this Lease by the Lessee. No action by the Port Authority pursuant to the terms of any letter of credit, or receipt by the Port Authority of funds from any bank issuing any such letter of credit, shall be or be deemed to be a waiver of any default by the Lessee under the terms of this Lease and all remedies of this Lease and of the Port Authority consequent upon such default shall not be affected by the existence of or recourse to any such letter of credit. Use, in

accordance with this Section, of a letter or letters of credit delivered to the Port Authority hereunder shall be at the sole and complete discretion of the Port Authority.

(b) "Environmental Obligations" as used herein shall mean any and all obligations, duties, responsibilities, liabilities and indemnities of the Lessee relating to, in connection with, resulting from or arising out of Environmental Requirements, Environmental Damages, Tanks (as defined in Section 45 hereof), Hazardous Substances, and including without limitation the Lessee's obligations under Sections 6, 8, 9, 13, 23, 31, 44, and 45 of the Lease, and specifically including without limitation the Lessee's obligations pursuant to the Lease to remediate, clean-up and remove Hazardous Substances from the premises and the Airport and any adjoining property or other area (including without limitation any of the waters within or bounding the Airport and including without limitation the area adjacent to the premises and known as parking lot 10W).

(c) For purposes of the foregoing, each of following entities which are signatories to the aforesaid First Supplemental Agreement hereby certifies that its I.R.S. Employer Identification No. is:

Delta Air Lines, Inc.
American Airlines, Inc.
Trans World Airlines, Inc.
United Air Lines, Inc.
LaGuardia Fuel Facilities Corporation."

(b) Without limiting any term, provision, covenant or condition of the Lease, including without limitation Section 33 thereof, it is hereby agreed that the Schedule E attached hereto is hereby incorporated into and made a part of the Lease.

(c) Section 49 of the Lease entitled "Entire Agreement" as the same is renumbered by subparagraph (a) of this paragraph 16 shall be deemed further amended as follows: The first sentence thereof shall deemed amended to read as follows:

"This Agreement consists of the following: Sections 1 through 49 inclusive, and Exhibits I and II and Schedule E."

17. Without limiting Section 17 or any other term or provision of the Lease, it is hereby recognized and agreed that the Port Authority, its officers, employees, agents, representatives and contractors shall have complete and unrestricted rights of entry into and upon, and passage over, the premises at any and all times for purposes of access to, and utilization and operation and maintenance of, the Port Authority's police marine rescue facility, including its levitator boat lift and emergency boat(s), at its present (or any future) location in or adjacent to the premises. The foregoing or the exercise of said rights by the Port Authority, its officers, employees, agents, representatives and contractors shall not be or be construed to be an eviction of the Lessee and shall not be made the

grounds of any abatement of rental, nor (unless resulting from the sole negligence or willful misconduct of the Port Authority) any claim or demand for damages, consequential or otherwise.

18. It is recognized that the parties have been discussing a proposed project which would consist of the construction by the Lessee and the Assignee of a new fuel truck fill rack at a location at the Airport generally west of existing Hangar 5B which would be in addition to the fuel fill rack presently located within the premises under the Lease. The parties hereby agree to continue such discussions in good faith, including the performance by or on behalf of the Lessee and the Assignee of test borings along the proposed routing of the fuel transmission lines for the said project. The Lessee and the Assignee also hereby expressly agree to promptly proceed with the execution of the proposed letter agreement heretofore prepared and transmitted by the Port Authority which covers the said test borings work.

19. (a) By execution of this First Supplemental Agreement the parties hereby agree that the Lease Assignment, Assumption and Consent Agreement among the Port Authority, the Lessee (named as Assignor therein) and the Assignee shall be extended and continued during the extended term of the letting of the Lease as herein amended, supplemented and extended and, further, that all of the terms and conditions thereof and all of the obligations of the Lessee (named as Assignor therein) and all of the obligations of the Assignee under and pursuant to said Lease Assignment, Assumption and Consent Agreement shall continue in full force and effect during the extended term of the letting of the Lease as herein amended, supplemented and extended.

(b) Neither the execution of this First Supplemental Agreement nor anything contained herein nor the extension of the term of the letting of the Lease hereunder nor any other term or provision hereof shall or shall be deemed to release, relieve or discharge the Lessee or the Assignee from any of its or their liabilities, duties, obligations or indemnities whatsoever which have accrued or will accrue under the Lease or the Lease Assignment, Assumption and Consent Agreement.

(c) The Lessee and the Assignor hereby agree that their execution of this First Supplemental Agreement shall constitute their acknowledgment that any required "prior written approval of the Assignor" as described in paragraph (c) of the Lease Assignment, Assumption and Consent Agreement has been obtained by the Port Authority and given by the Assignor with respect to this First Supplemental Agreement and the increase in the annual rental under the Lease as herein amended.

20. The representations made with respect to the ownership of the Assignee, of Allied Maintenance Securities, Inc. and of Allied Aviation Service Company of New York, Inc. in Section 19 (e) of the Lease and Paragraph 6 of the Lease Assignment, Assumption and Consent Agreement are hereby reaffirmed by the Lessee and the Assignee, and, without limiting the foregoing or any other term or provision of the Lease and the Lease Assignment, Assumption and Consent Agreement, the Lessee and the Assignee each further represents to the Port Authority that as a result of the acquisition of Allied Maintenance Corporation by Ogden Corporation, a corporation organized and existing under the laws of the State of Delaware, each of said corporations (the Assignee, Allied Maintenance

Securities, Inc., Allied Aviation Service Company of New York, Inc. and Allied Maintenance Corporation) became wholly-owned subsidiaries of said Ogden Corporation, and that Allied Maintenance Corporation (now known as Ogden Maintenance Corporation) has at all times owned and continues to own all of the issued and outstanding shares of the capital stock of Allied Maintenance Securities, Inc. (now known as Ogden Maintenance Securities, Inc.) and that said Ogden Maintenance Securities, Inc. has at all times owned and continues to own all of the issued and outstanding shares of the capital stock of the Assignee, and that said Ogden Maintenance Corporation has at all times owned and continues to own all of the issued and outstanding shares of the capital stock of said Allied Aviation Service Company of New York, Inc. (now known as Ogden Aviation Service Company of New York, Inc.). The foregoing representations by the Lessee and Assignee shall not be deemed to limit or impair any term or provision of the Lease as herein amended, supplemented and extended or of the Lease Assignment, Assumption and Consent Agreement as herein amended, supplemented and extended or any rights or remedies of the Port Authority under the Lease or the Lease Assignment, Assumption and Consent Agreement or otherwise.

21. (a) Paragraph 8 of the Lease Assignment, Assumption and Consent Agreement shall be deemed amended as follows:

(1) The words "or certified" shall be deemed inserted immediately after the word "registered" and before the word "mail" appearing in the sixth (6th) line and again on the eighteenth line (18th) thereof.

(2) Clause "(i)" thereof shall be deemed amended to read as follows:

"(i) if to the Port Authority delivered or forwarded to its Executive Director at One World Trade Center, New York, New York 10048, and if to the Assignee delivered or forwarded to its Senior Vice-President, Mr. Dennis Blair, at Two Pennsylvania Plaza, 25th Floor, New York, N.Y. 10121–0032 ; and with respect to either of said parties, to such other officer or representative and at such other address as such party shall have specified by written notice to each of the other parties hereto, and".

(3) Lines twelve (12) through fourteen (14) thereof shall be deemed amended to read as follows:

"to Station Manager, Delta Air Lines, Inc., LaGuardia Airport, as its common representative, directed to the office of the Station Manager, Delta Air Lines, Inc., LaGuardia Airport, New York New York 11371 or to such other representa-".

(b) As used in the Lease Assignment, Assumption and Consent Agreement, the term "the Lease" shall mean the Lease as amended, supplemented and extended by this First Supplemental Agreement; and the term "Facilities Agreement" as referred to in paragraph 5 (d) thereof shall mean the Facilities Agreement as amended, supplemented and extended by the first amendment thereto dated as of March 1, 1973 and the second amendment thereto dated as of

August 1, 1995, as said Facilities Agreement and said first and second amendments thereto were consented to by the Port Authority in that certain Consent to Facilities Agreement made as of November 15, 1972 and amended by the first amendment to said Consent dated as of March 1, 1973 and the second amendment to said Consent dated as of August 1, 1995.

22. The Lease Assignment, Assumption and Consent Agreement shall be deemed further amended as follows: Exhibit B1A thereof (which constitutes the form of the reassignment referred to in paragraph 5 (d) thereof) shall be deemed amended as follows:

(i) The definition of "Assignee" in the first paragraph thereof shall be deemed to mean the four airlines named as "the Lessee" in the first paragraph of this First Supplemental Agreement; and

(ii) The words "or certified" shall be deemed inserted immediately after the word "registered" appearing in the sixth (6th) line and again on the eighteenth (18th) line of paragraph 6 thereof.

23. Since more than one legal entity is the Lessee (Assignor), each and every obligation hereof shall be the joint and several obligation of each such legal entity.

24. This First Supplemental Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. As hereby amended, extended and supplemented, all the terms and conditions of the Lease, and of the Lease Assignment, Assumption and Consent Agreement, shall be and remain in full force and effect.

26. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be charged personally by the Lessee or the Assignee with any liability or held liable to either the Lessee or the Assignee by any term or provision of this First Supplemental Agreement or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

27. The Lessee and the Assignee each represents and warrants that no broker has been concerned in the negotiation of this First Supplemental Agreement or the extension hereunder and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee and the Assignee each shall indemnify and save harmless the Port Authority of and from all claims for commission in connection with the negotiation and execution of this First Supplemental Agreement or the extension hereunder.

28. This First Supplemental Agreement, together with the Lease (to which it is supplementary) and together with the Lease Assignment, Assumption and Consent Agreement (to which it is supplementary), constitutes the entire agreement between the Port Authority and the

Lessee and the Assignee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of the Port Authority, the Lessee and the Assignee. The Lessee and the Assignee agree that no representations or warranties shall be binding upon the Port Authority unless in writing in the Lease, the Lease Assignment, Assumption and Consent Agreement or in this First Supplemental Agreement.

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

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Asst Director

(Seal)

ATTEST:

Ass't Corp. Secretary

AMERICAN AIRLINES, INC.

By

(Title) Corporate Secretary ~~President~~

(Corporate Seal)

ATTEST:

Secretary

DELTA AIR LINES, INC.

By

(Title) President

(Corporate Seal)

APPROVED

Form | Terms

LGA643EX.1E
supl

ATTEST:

~~TRANS WORLD AIRLINES, INC.~~

_____
Secretary

By_____

(Title)_____ President
(Corporate Seal)

ATTEST:

UNITED AIR LINES, INC.

_____
Secretary

By_____

(Title)_____ President
(Corporate Seal)

ATTEST:

Alice R. Nicholas
Secretary

LAGUARDIA FUEL FACILITIES CORPORATION

By Robert L. Rose

(Title)_____ President
(Corporate Seal)

APPROVED	
Form	Terms

"SCHEDULE E

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

Without limiting any term, provision, covenant or condition of the Lease, this Schedule E shall apply with respect to any and all construction work or tenant alteration work which the Lessee may be permitted by the Port Authority to perform pursuant to the Lease.

PART I. Affirmative Action Guidelines - Equal Employment Opportunity

I. As a matter of policy the Port Authority hereby requires the Lessee and the Lessee shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Schedule E and in the Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

The Lessee as well as each bidder, contractor and subcontractor of the Lessee and each subcontractor of a contractor at any tier of construction (herein collectively referred to as the "Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). The Lessee hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. The Lessee shall likewise require the Contractor to commit itself to the said goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. The Lessee and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce on all construction work are as follows:

(1)	Minority participation:	
	Minority, except laborers	30%
	Minority, laborers	40%
(2)	Female participation	
	Female, except laborers	6.9%
	Female, laborers	6.9%

These goals are applicable to all the Contractor's construction work performed in and for the premises.

The Contractor's specific affirmative action obligations required herein of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to the Lessee and the Lessee shall provide written notification to the Manager of the Office of Business and Job Opportunity of the Port Authority within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for the 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 effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at the premises.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed

by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Lessee when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to

organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the premises and in other areas of a Contractor's workforce.

(11) Tests and other selection requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes every good faith effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the

Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, age or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the Lessee. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, the Port Authority may proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the Contractor's 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 construction work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Port Authority.

PART II. MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Port Authority requires the Lessee and the Lessee shall itself and shall require the general contractor or other construction supervisor and each of the Lessee's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For the purposes hereof, "Minority Business Enterprise" shall mean any business enterprise which is at least fifty-one percent (51%) owned by, or in the case of a publicly owned business, at least fifty-one percent (51%) 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" shall mean any business enterprise which is at least fifty-one percent (51%) owned by, or in the case of a publicly owned business, at least fifty-one percent (51%) 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 MBEs and WBEs, of which at least twelve (12%) are for the participation of MBEs. 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 construction work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(d) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Office of Business and Job Opportunity of the Port Authority. If the Contractor wishes to utilize a firm not already certified by the Port Authority, it shall submit to the Port Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Port Authority. All such requests shall be in writing addressed to the Office of Business and Job Opportunity, the Port Authority of New York and New Jersey, One World Trade Center, 63 East, New York, New York 10048 or such other address as the Port Authority may specify by notice to the Lessee. Certification shall be effective only if made in writing by the Director in charge of the Office of Business and Job Opportunity of the Port Authority. The determination of the Port Authority shall be final and binding.

The Port Authority has compiled a list of the firms that the Port Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Port Authority. Such list shall be made available to the Contractor upon request. The Port Authority makes no representation as to the financial responsibility of such, firms, their technical competence to perform, or any other performance-related qualifications.

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

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar."

For the Port Authority

Initialled:

For the Lessee

For the Assignee

Form CSL: All-Purpose Ack. N.Y. (rev 9/1/99)

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

On the 29TH day of NOVEMBER in the year ~~199~~ 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared DAVID KAGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)
GAIL E. MITCHELL
NOTARY PUBLIC STATE OF NEW YORK
NO. 01MI6026210
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JUNE 14, 2007

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On the 16th day of August in the year ~~199~~ 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared Charles D. MarLett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sandra S. Symanovich
(notarial seal and stamp)
SANDRA S. SYMANOVICH
Notary Public, State of Texas
My Commission Expires 05-09-04

STATE OF Florida)
) ss.
COUNTY OF Sarasota)

On the 13TH day of MAY in the year ~~199~~ 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert L. Rose, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jan L. Smutz
(notarial seal and stamp)

Print type or stamp name of Notary Public
Personally known ☐ OR Produced I.D. ☒
Type and number of I.D. produced:
FL DL

Jan L. Smutz
MY COMMISSION # CC993046 EXPIRES
March 12, 2005
BONDED THRU TROY FAIN INSURANCE INC

Form CSL: All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF)
) ss.
COUNTY)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 199 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

Lessee and the Assignee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of the Port Authority, the Lessee and the Assignee. The Lessee and the Assignee agree that no representations or warranties shall be binding upon the Port Authority unless in writing in the Lease, the Lease Assignment, Assumption and Consent Agreement or in this First Supplemental Agreement.

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

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Asst Director

(Seal)

ATTEST:

Ass't Corp. Secretary

AMERICAN AIRLINES, INC.

By

(Title) Corporate Secretary ~~President~~

(Corporate Seal)

ATTEST:

Secretary

DELTA AIR LINES, INC.

By

(Title) President

(Corporate Seal)

APPROVED

Form | Terms

-25

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Office of Business and Job Opportunity of the Port Authority. If the Contractor wishes to utilize a firm not already certified by the Port Authority, it shall submit to the Port Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Port Authority. All such requests shall be in writing addressed to the Office of Business and Job Opportunity, the Port Authority of New York and New Jersey, One World Trade Center, 63 East, New York, New York 10048 or such other address as the Port Authority may specify by notice to the Lessee. Certification shall be effective only if made in writing by the Director in charge of the Office of Business and Job Opportunity of the Port Authority. The determination of the Port Authority shall be final and binding.

The Port Authority has compiled a list of the firms that the Port Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Port Authority. Such list shall be made available to the Contractor upon request. The Port Authority makes no representation as to the financial responsibility of such, firms, their technical competence to perform, or any other performance-related qualifications.

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

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar."

For the Port Authority

Initialled:

For the Lessee

For the Assignee

Form CSL: All-Purpose Ack. N.Y. (rev 9/1/99)

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

On the 29TH day of NOVEMBER in the year ~~199~~ 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared DAVID KAGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notarial seal and stamp)
GAIL E. MITCHELL
NOTARY PUBLIC STATE OF NEW YORK
NO. 01MI6026210
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JUNE 14, 2007

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On the 16th day of August in the year ~~199~~ 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared Charles D. MarLett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sandra S. Symanovich
(notarial seal and stamp)
SANDRA S. SYMANOVICH
Notary Public, State of Texas
My Commission Expires 05-09-04

STATE OF Florida)
) ss.
COUNTY OF Sarasota)

On the 13TH day of MAY in the year ~~199~~ 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert L. Rose, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jan L. Smutz
(notarial seal and stamp)

Print type or stamp name of Notary Public
Personally known ☐ OR Produced I.D. ☒.
Type and number of I.D. produced:
FL DL

Jan L. Smutz
MY COMMISSION # CC993046 EXPIRES
March 12, 2005
BONDED THRU TROY FAIN INSURANCE, INC

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

Port Authority Agreement No. AG-643
Supplement No. 2
Port Authority Facility - LaGuardia Airport

SECOND SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of July 31, 2000, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter referred to as the "Port Authority") and **AMERICAN AIRLINES, INC.**, a corporation of the State of Delaware, and **DELTA AIR LINES, INC.**, a corporation of the State of Delaware and **UNITED AIR LINES, INC.**, a corporation of the State of Delaware (hereinafter jointly, severally and collectively called the "Lessee" or the "Assignor") and **LAGUARDIA FUEL FACILITIES CORPORATION** (hereinafter referred to as the "Assignee"), a corporation organized and existing under the Laws of the State of New York,

WITNESSETH, That:

WHEREAS, the Port Authority heretofore as of November 1, 1972 entered into an agreement of lease with the Lessee (which then also included Eastern Air Lines, Inc. and Trans World Airlines, Inc.) (which agreement as the same has been heretofore supplemented and amended is hereinafter referred to as the "Lease") covering the letting by the Port Authority to the Lessee of certain premises at LaGuardia Airport, as more particularly described in the Lease; and

WHEREAS, the Lease was assigned by the Lessee to the Assignee pursuant to an Assignment of Lease with Assumption and Consent agreement dated as of November 15, 1972 and entered into among the Lessee (as Assignor, which then also included Eastern Air Lines, Inc. and Trans World Airlines, Inc.), the Assignee and the Port Authority and covering the consent of the Port Authority, and the terms and conditions thereof, to the said assignment of the Lease from the Lessee to the Assignee (said agreement being hereinafter referred to as the "Lease Assignment, Assumption and Consent Agreement"); and

WHEREAS, pursuant to the Lease Assignment, Assumption and Consent Agreement, the Lessee continued fully liable for the performance of all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, of the Lease on the part of the Lessee or tenant thereunder to be performed, all as more fully set forth in the Lease Assignment, Assumption and Consent Agreement; and

WHEREAS, pursuant to the Lease Assignment, Assumption and Consent Agreement, the Assignee thereby assumed the performance of all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, contained in the Lease, to be performed on the part of the lessee or tenant thereunder, as though the Assignee were the original signatory to the Lease, all as more fully set forth in the Lease Assignment, Assumption and Consent Agreement; and

WHEREAS, the Port Authority, the Lessee and the Assignee desire to extend the term of the letting under the Lease and to amend the Lease in certain other respects; and

WHEREAS, the Port Authority, the Lessee and the Assignee also desire to provide herein for the continuation of the Lease Assignment, Assumption and Consent Agreement and of the terms and conditions thereof, with respect to the Lease as herein extended, supplemented and amended, including without limitation the continuation of the obligations and liabilities of the Lessee and of the Assignee thereunder, and also for the continuation of the Port Authority's consent thereunder, during the extension of the term of the Lease as herein extended, supplemented and amended;

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, effective as of July 31, 2000, unless stated otherwise, it is hereby agreed as follows:

1. The term of the letting under the Lease is hereby extended for the period ending on December 31, 2004, unless sooner terminated.

2. Section 4 of the Lease entitled "Rental", as amended by paragraph 2 of the First Supplemental Agreement to the Lease, shall be deemed further amended by adding the following sentence at the end thereof:

> "Notwithstanding anything to the contrary contained in the immediately foregoing sentence, for the further extended term of the letting hereunder (that is, the period commencing August 1, 2000 and expiring December 31, 2004), the Lessee shall pay to the Port Authority rental at the rate of One Million Seventy Thousand One Hundred Thirty-five Dollars and No Cents ($1,070,135.00) per annum, payable in advance in equal monthly installments on the first day of August, 2000 and on the first day of each and every calendar month thereafter for the balance of the said further extended term of the letting."

3. Without limiting any other rights of the Port Authority under the Lease, as hereby extended and amended, the Port Authority shall have the right to terminate the Lease and the letting thereunder, without cause, at any time, on thirty (30) days' notice to the Lessee and the Assignee. In the event of termination pursuant to this paragraph, the Lease and the letting thereunder shall cease and expire as if the effective date of termination stated in the notice were the date originally stated herein for the expiration of the Lease.

4. Effective as of June 1, 2004, Section 34 of the Lease entitled "Place of Payments", as amended by paragraph 12 of the First Supplemental Agreement to the Lease, shall be deemed further amended to read as follows:

> "All payments required of the Lessee by this Agreement shall be made to the Port Authority of New York and New Jersey, P. O. Box 95000-1517, Philadelphia, Pennsylvania 19195-1517, or via the following wire transfer instructions: Bank: Commerce Bank; Bank ABA Number: 026013673; Account or to such other address as may be substituted therefor by notice by the Port Authority to the Lessee from time to time."

5. (a) By execution of this Second Supplemental Agreement, the parties hereby agree that the Lease Assignment, Assumption and Consent Agreement among the Port Authority, the Lessee (named as Assignor therein) and the Assignee shall be extended and

continued during the extended term of the letting of the Lease as herein amended, supplemented and extended and, further, that all of the terms and conditions thereof and all of the obligations of the Lessee (named as Assignor therein) and all of the obligations of the Assignee under and pursuant to said Lease Assignment, Assumption and Consent Agreement shall continue in full force and effect during the extended term of the letting of the Lease as herein amended, supplemented and extended.

(b) Neither the execution of this Second Supplemental Agreement nor anything contained herein nor the extension of the term of the letting of the Lease hereunder nor any other term or provision hereof shall or shall be deemed to release, relieve or discharge the Lessee or the Assignee from any of its or their liabilities, duties, obligations or indemnities whatsoever which have accrued or will accrue under the Lease or the Lease Assignment, Assumption and Consent Agreement.

(c) As used in the Lease Assignment, Assumption and Consent Agreement, the term "Lease" shall mean the Lease, as amended, supplemented and extended by this Second Supplemental Agreement and the First Supplemental Agreement to the Lease.

6. Since more than one legal entity is the Lessee, each and every obligation hereof shall be the joint and several obligation of each such legal entity.

7. This Second Supplemental Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. As hereby amended, extended and supplemented, all the terms and conditions of the Lease, and of the Lease Assignment, Assumption and Consent Agreement, shall be and remain in full force and effect.

9. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally by the Lessee or the Assignee with any liability or held liable to either the Lessee or the Assignee by any term or provision of this Second Supplemental Agreement or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

10. The Lessee and the Assignee each represents and warrants that no broker has been concerned in the negotiation of this Second Supplemental Agreement or the extension hereunder and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee and the Assignee each shall indemnify and save harmless the Port Authority of and from all claims for commission in connection with the negotiation and execution of this Second Supplemental Agreement or the extension of the term hereunder.

11. This Second Supplemental Agreement, together with the Lease (to which it is supplementary) and the Lease Assignment, Assumption and Consent Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee and the Assignee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of the Port Authority, the Lessee and the Assignee. The Lessee and the Assignee agree that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease, the Lease Assignment, Assumption and Consent Agreement or this Second Supplemental Agreement.

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

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Assistant Director

(Seal)

ATTEST:

Secretary

Kenneth W. Wimberly
Corporate Secretary

AMERICAN AIRLINES, INC.

By

Laura Einspanier

(Title) [redacted] Corporate

LAURA A. EINSPANIER
Vice President
Corporate Real Estate

(Corporate Seal)

ATTEST:

Secretary

DELTA AIR LINES, INC.

By

Aaron O. Dent

(Title) VICE- President SUPPLY CHAIN MGT.

(Corporate Seal)

ATTEST:

Secretary

UNITED AIRLINES, INC.

By

RICHARD J. POULTAN

(Title) SR VICE President BUSINESS DEVELOPMENT

(Corporate Seal)

ATTEST:

Alice R. Nicholas
Assist Secretary

LAGUARDIA FUEL FACILITIES CORPORATION

By

Robert Rose

(Title) President

(Corporate Seal)

APPROVED

Form	Terms

OCC

LaGuardia Fuel Facilities Corp.
4/28/90
New York, N.Y.

Form – All-Purpose Ack. N.Y. (rev 1/4/2000)

(Port Authority Acknowledgment)

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

On the 14TH day of NOVEMBER in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared DAVID KAGAN

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI6026210
Qualified in Queens County
My Commission Expires June 14, 2011

Gail E. Mitchell
(Signature of Notary Public)
(notarial seal and stamp)

(Corporate Acknowledgment – American Airlines, Inc.)

STATE OF Texas)
)ss.:
COUNTY OF Tarrant)

On the 25th day of January in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Ensflanick

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rowena Thom
(Signature of Notary Public)
(notarial seal and stamp)

NOTARY PUBLIC STATE OF TEXAS
ROWENA THOM
Notary Public, State of Texas
My Commission Expires 10-29-08

Form – All-Purpose Ack. N.Y. (rev 1/4/2000)

(Corporate Acknowledgment – Delta Air Lines, Inc.)

STATE OF Georgia)
)ss.:
COUNTY OF Fulton)

On the 28th day of September in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Aaron O. Dent

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Constance J. Schultz
(Signature of Notary Public)
(notarial seal and stamp)
Notary Public, Fayette County, GA.
My Commission Expires February 13, 2007

(Corporate Acknowledgment – United Air Lines, Inc.)

STATE OF Illinois)
)ss.:
COUNTY OF Cook)

On the 10th day of March in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Richard J. Poulton

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

OFFICIAL SEAL
BARBARA THOMAS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/03/06

Barbara Thomas
(Signature of Notary Public)
(notarial seal and stamp)

Form – All-Purpose Ack. N.Y. (rev 1/4/2000)

(Corporate Acknowledgment – LaGuardia Fuel Facilities Corporation)

STATE OF FLORIDA)
)ss.:
COUNTY OF SARASOTA)

On the 29th day of June in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert L. Rose

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature of Notary Public)
(notarial seal and stamp)

SUZANNE M. DE CESARE
MY COMMISSION # DD 285940
EXPIRES: March 27, 2008
Bonded Thru Western Surety Company

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

Port Authority Agreement No. AG-643
Supplement No. 3
Port Authority Facility - LaGuardia Airport

THIRD SUPPLEMENTAL AGREEMENT

THIS AGREEMENT ("Third Supplemental Agreement" or Supplement No. 3"), made as of December 31, 2004, by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter referred to as the "Port Authority"), and **AMERICAN AIR LINES, INC.**, a corporation of the State of Delaware, **DELTA AIR LINES, INC.**, a corporation of the State of Delaware, **UNITED AIR LINES, INC.**, a corporation of the State of Delaware (hereinafter jointly, severally and collectively called the "Lessee" or the "Assignor") and **LAGUARDIA FUEL FACILITIES CORPORATION** (hereinafter referred to as the "Assignee"), a corporation organized and existing under the Laws of the State of New York,

WITNESSETH, That:

WHEREAS, the Port Authority heretofore as of November 1, 1972 entered into an agreement of lease with the Lessee (which then also included Eastern Air Lines, Inc. and Trans World Airlines, Inc.) (which agreement as the same has been heretofore supplemented and amended is hereinafter referred to as the "Lease") covering the letting by the Port Authority to the Lessee of certain premises at LaGuardia Airport, as more particularly described in the Lease; and

WHEREAS, the Lease was assigned by the Lessee to the Assignee pursuant to an Assignment of Lease with Assumption and Consent agreement dated as of November 15, 1972 and entered into among the Lessee (as Assignor, which then also included Eastern Air Lines, Inc. and Trans World Airlines, Inc.), the Assignee and the Port Authority and covering the consent of the Port Authority, and the terms and conditions thereof, to the said assignment of the Lease from the Lessee to the Assignee (said agreement being hereinafter referred to as the "Lease Assignment, Assumption and Consent Agreement"); and

WHEREAS, pursuant to the Lease Assignment, Assumption and Consent Agreement, the Lessee continued fully liable for the performance of all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, of the Lease on the part of the Lessee or tenant thereunder to be performed, all

as more fully set forth in the Lease Assignment, Assumption and Consent Agreement; and

WHEREAS, pursuant to the Lease Assignment, Assumption and Consent Agreement, the Assignee thereby assumed the performance of all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, contained in the Lease, to be performed on the part of the lessee or tenant thereunder, as though the Assignee were the original signatory to the Lease, all as more fully set forth in the Lease Assignment, Assumption and Consent Agreement; and

WHEREAS, the Port Authority, the Lessee and the Assignee desire to extend the term of the letting under the Lease and to amend the Lease in certain other respects; and

WHEREAS, the Port Authority, the Lessee and the Assignee also desire to provide herein for the continuation of the Lease Assignment, Assumption and Consent Agreement and of the terms and conditions thereof, with respect to the Lease as herein extended, supplemented and amended, including without limitation the continuation of the obligations and liabilities of the Lessee and of the Assignee thereunder, and also for the continuation of the Port Authority's consent thereunder, during the extension of the term of the Lease as herein extended, supplemented and amended;

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, effective as of December 31, 2004, unless stated otherwise, it is hereby agreed as follows:

1. The term of the letting under the Lease is hereby extended for the period ending on December 31, 2005, unless sooner terminated.

2. Section 4 of the Lease entitled "Rental", as last amended by paragraph 2 of the Second Supplemental Agreement to the Lease, shall be deemed further amended by adding the following sentence at the end thereof:

> "Notwithstanding anything to the contrary contained in the immediately foregoing sentence, for the further extended term of the letting hereunder (that is, the period commencing January 1, 2005 and expiring December 31, 2005), the Lessee shall pay to the Port Authority rental at the rate of One Million Ninety-one Thousand Five Hundred Thirty-two Dollars and No Cents ($1,091,532.00) per annum, payable in advance in equal monthly installments on the first day of January, 2005 and on the first day of each and every calendar month thereafter for the balance of the said further extended term of the letting."

3. Without limiting any other rights of the Port Authority under the Lease, as hereby extended and amended, the Port Authority shall have the right to terminate the Lease and

the letting thereunder, without cause, at any time, on thirty (30) days' notice to the Lessee and the Assignee. In the event of termination pursuant to this paragraph, the Lease and the letting thereunder shall cease and expire as if the effective date of termination stated in the notice were the date originally stated herein for the expiration of the Lease.

4. Effective as of October 13, 2005, Subparagraph (2) of Paragraph (b) of Section 23 of the Lease is hereby amended to read as follows:

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

5. (a) Section 28 of the Lease is hereby amended to read as follows:

"Section 28. Basic Lease

(a) The Lessee acknowledges that it has received, and is familiar with the contents of, a copy of the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord (the '***City***'), and The Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 (the "***Basic Lease***"). The rights of the Port Authority in the premises are those granted to it by the Basic Lease, and no greater rights are granted or intended to be granted to the Lessee than the Port Authority has power thereunder to grant.

(b) In accordance with the provisions of the Basic Lease, the Port Authority and the Lessee hereby agree as follows:

(1) This Lease is subject and subordinate to the Basic Lease and to any interest superior to that of the Port Authority;

(2) The Lessee shall not pay rent or other sums under this Agreement for more than one (1) month in advance (excluding security and other deposits required under this Lease);

(3) With respect to this Agreement, the Lessee on the termination of the Basic Lease will, at the option of the City attorn to, or enter into a direct lease on identical terms with, the City;

(4) The Lessee shall indemnify the City with respect to all matters described in Section 31 of the Basic Lease;

(5) The Lessee shall not use the premises hereunder for any use other than as permitted under the Basic Lease;

(6) The Lessee shall use, operate and maintain the premises hereunder in a manner consistent with the Port Authority's obligations under Section 28 of the Basic Lease;

(7) The failure of the Lessee to comply with the foregoing provisions shall be an event of default under this Agreement, which, after the giving of reasonable notice, shall provide the Port Authority with the right to terminate this Agreement and exercise any other rights that the Port Authority may have as the landlord hereunder; and

(8) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Lessee pursuant to this Agreement."

(b) (1) Paragraph (b) of Section 13 of the Lease, as appearing in the First Supplemental Agreement, is hereby amended as follows: The first four lines of the first subparagraph thereof shall be deemed amended to read as follows:

"In addition to the obligations set forth in paragraph (a) of this Section and all other insurance required under this Agreement, the Lessee during the term of this Agreement in its own name as insured and including the Port Authority and the City of New York as additional insureds shall maintain and pay the premiums on a policy or policies of".

(2) The fifth (5th) sentence of paragraph (c) of said Section 13 of the Lease shall be deemed amended to read as follows:

"Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority and the City of New York."

(c) Section 18 of the Lease entitled "Condemnation" is hereby amended to read as follows:

"Section 18. Condemnation

(a) Definitions:

The following terms, when used in this Section 18 shall, unless the context shall require otherwise, have the respective meanings given below:

(1) "***Date of Taking***" shall be deemed to be the date on which title to all or a portion of the premises, as the case may be, shall have vested in any lawful power or authority pursuant a Taking.

(2) "***Material Part***" with reference to the premises or with reference to the Public Landing Area shall mean such portion of the premises or the Public Landing Area as when so taken would leave remaining a balance of the premises, due either to the area so taken or the location of the part so taken in relation to the part not so taken, that would not under economic conditions and after performance by the Lessee of all covenants, agreements, terms and provisions contained herein or required by law to be observed or performed by the Lessee, permit the restoration of the premises so as to enable the Lessee to operate, maintain and develop the premises in accordance with Sections 2 and 5 of this Agreement.

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

(b) Permanent Taking of All or a Portion of the Premises and the Public Landing Area

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

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

(3) If a Taking covers only a Material Part of the premises or of the Public Landing Area, then the Lessee and the Port Authority shall each have an option exercisable by notice given within ten (10) days after the Date of Taking to terminate the letting hereunder with respect to the premises not taken, as of the Date of Taking, and such termination shall be effective as if the Date of Taking were the original date of expiration hereof. If the Port Authority exercises this

option, it shall purchase from the Lessee the Lessee's leasehold interest (excluding any personal property whatsoever) in the premises not taken for a consideration equal to the Lessee's Unamortized Capital Investment, if any, in the premises not taken. If the letting of the entire premises is not terminated, the rentals shall be abated in accordance with Section 4 hereof after the date of surrender of possession of the portion of the premises taken.

(4) If a Taking is permanent but covers less than the entire premises and the letting of the portion of the premises not taken is not terminated pursuant to paragraph (b)(3) of this Section, the Lessee (subject to Section 33 hereof entitled "Other Construction by the Lessee" and all other applicable terms and provisions of this Lease) shall proceed diligently to restore the remaining part of the premises not so taken so that the premises shall be a complete, operable, self-contained architectural unit in good condition and repair and the proceeds of that portion of any award paid in trust to the Port Authority pursuant to Section 23.3 of the Basic Lease attributable to the improvements on the premises not so taken shall be made available by the Port Authority to and be used by the Lessee for that purpose. The Port Authority shall retain any excess of such award over the costs of the restoration.

(5) If a Taking (x) covers all or "substantially all of a Municipal Air Terminal", as defined in the Basic Lease, and (y) the Basic Lease (with respect to the Airport) and this Agreement are consequently terminated, then the Port Authority shall pay to the Lessee its Unamortized Capital Investment, if any, in the premises, provided, however, that the Port Authority's foregoing payment obligation to the Lessee shall be limited to a proportionate share (as determined by the Port Authority in its sole discretion following consultation with all of the Port Authority's tenants at the Airport) of the condemnation proceeds available to be paid to the Lessee and the Port Authority's other tenants at the Airport, and provided, further, that such available condemnation proceeds shall be limited to the amount of the condemnation proceeds received from the City of New York (the "City") remaining after the Port Authority has been compensated for (p) the value of its leasehold interest in the Airport or (q) the sum of the unamortized portion of the Port Authority's investment in improvements at the Airport and any remaining deferred charges for equipment acquired by the Port Authority for use at or in connection with its operation of the Airport, whichever of (p) or (q) is greater (such greater amount, the "**Port Authority Share**"). In making the determination of "proportionate share" provided in the first proviso of the preceding sentence, the Port Authority shall in no event be liable, in any respect, to the Lessee or any other party by reason of such determination or the resulting distribution of proceeds, and the Lessee shall, prior to receipt of any such distribution, execute and deliver to the Port Authority such form of waiver, release and indemnification as the Port Authority may request. The Lessee understands and accepts that after payment of the Port Authority Share, there may be insufficient condemnation proceeds (or none at all) remaining to pay all or any

portion of the Lessee's Unamortized Capital Investment.

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

(1) If the temporary use of the whole or any part of the premises shall be taken for any public or quasi-public purpose by any lawful power or authority pursuant to a Taking or by agreement between the Port Authority and such lawful power or authority, (w) the Lessee shall give prompt notice thereof to the Port Authority, (x) the term of the letting hereunder shall not be reduced or affected in any way and (y) the Lessee shall continue to pay in full all rentals payable by the Lessee hereunder without reduction or abatement except as set forth in paragraph (c)(2) below.

(2) If a temporary Taking covers all or a Material Part of the premises or the Public Landing Area, then the Lessee and the Port Authority shall each have an option, exercisable by notice given within ten (10) days after the Date of Taking, to suspend the term of the letting of such of the premises as are not so taken during the period of the Taking, and, in that event, the rentals for such portion of the premises not so taken shall abate for the period of the suspension in accordance with Section 4. If the Port Authority exercises this option, it shall purchase from the Lessee the Lessee's leasehold interest (excluding any personal property whatsoever) in the premises not taken for the period of suspension for a consideration equal to the Lessee's Unamortized Capital Investment, if any, in such premises which is to be amortized over the period of such suspension.

(d) Lessee's Cooperation

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

(e) Condemnation Claims by Lessee

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

6. Section 32 of the Lease entitled "Notices" is hereby amended as follows: The address for delivery of notices to the Port Authority appearing therein is hereby amended to read "225 Park Avenue South, New York, New York, 10003".

7. Section 34 of the Lease entitled "Place of Payments", as previously amended in

the First Supplemental Agreement to the Lease, is hereby amended to read as follows:

"All payments required of the Lessee by this Agreement shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA, PENNSYLVANIA 19195-1517

or via the following wire transfer instructions:
Bank: Commerce Bank
Bank ABA Number: 026013673
Account Number:

or to such other address, office or location as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Lessee."

8. Section 44 of the Lease entitled "Definitions", as previously amended in the First Supplemental Agreement to the Lease, is hereby further amended as follows:

(a) The definition of "Basic Lease", set forth in paragraph (b) thereof, shall be deemed amended to read as follows:

"*(b)* ***'Basic Lease'*** shall have the meaning given to such term in Section 28 of the Lease (as set forth in Supplement No. 3 to the Lease)."

(b) Paragraphs (k), (l) and (m) thereof, as set forth in the First Supplemental Agreement to the Lease, are hereby amended to read as follows:

"(k) ***'Environmental Damages'*** shall mean any one or more of the following: (i) the presence in, on, about or under the premises of any Hazardous Substance whether such presence occurred prior to or during the term of the letting under this Agreement or resulted from any act or omission of the Lessee or others, and/or (ii) the disposal, discharge, release or threatened release of any Hazardous Substance from the premises or of any Hazardous Substance from under the premises and/or (iii) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (a) the use and occupancy of, or operations at, the premises by the Lessee or by others with the consent or permission of the Lessee or the performance of the construction work or any other work or activities at the premises or (b) a migration of a Hazardous Substance from the premises or from under the premises or (c) the Lessee's operations at the Airport, and/or (iv) any personal injury, including wrongful death, or property damage, arising out of or related to any Hazardous Substance described in (i), (ii) or (iii) above, and/or (v) the violation of any Environmental Requirement

pertaining to any Hazardous Substance described in (i), (ii) or (iii) above, the premises and/or the activities or operations thereon.

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

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

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

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

Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the Oil Pollution Act, 33 U.S.C. Section 2701 et. seq.; the National Environmental Policy Act, 42 USC Section 4321 et. seq.; the State Environmental Quality Review Act (SEQRA), NY ECL Section 8-0101 et. seq; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment thereto, and the regulations adopted, guidances, memoranda and publications promulgated thereunder and all substitutions thereof and any other analogous current or future federal, state municipal, city or local laws."

"(m) '***Hazardous Substance***' shall mean and include in the singular and '***Hazardous Substances***' shall mean and include in the plural any pollutant, contaminant, toxic or hazardous waste, dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls ("PCBs"), radon, chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products, fractions, derivatives and constituents thereof, of any kind and in any form, including, but not limited to, oil, petroleum, fuel, fuel oil, sludge, crude oil, gasoline, kerosene, and mixtures of, or waste materials containing any of the foregoing, and other gases, chemicals, materials and substances which have been or in the future shall be declared to be hazardous or toxic, or the removal, containment or restriction of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have or in the future shall be restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto."

9. Section 46 of the Lease, as appearing in the First Supplemental Agreement to the Lease, is hereby amended as follows:

(a) The title thereof shall be amended to read "The Lessee's Ongoing Affirmative Action-Equal Opportunity Commitment/ Local Business Enterprise Commitment/ Application of Schedule E to all construction work and all alteration work".

(b) The symbol "I" shall be deemed inserted before the symbol "(a)" appearing in the first line of the first paragraph thereof.

(c) New subdivisions "II" and "III" shall be added to said Section 47 reading as follows:

"II. <u>The Lessee's Local Business Enterprise Commitment</u>

The Lessee in connection with any construction work or tenant alteration work on the premises, or any portion thereof, shall throughout the term of the letting hereunder commit itself to and use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with and as set forth in Schedule F.

III. Continuing application of Schedule E to all construction and alteration work at the premises

The Lessee in connection with any construction work or tenant alteration work on the premises, or any portion thereof, shall throughout the term of the letting hereunder commit itself to putting into effect prior to the commencement of any such construction work or tenant alteration work an affirmative action program and Minority Business Enterprises (MBE) program and Women-owned Business Enterprise (WBE) program in accordance with the provisions of Schedule E (attached to Supplement No. 3 of the Lease)."

10. (a) By execution of this Third Supplemental Agreement, the parties hereby agree that the Lease Assignment, Assumption and Consent Agreement among the Port Authority, the Lessee (named as Assignor therein) and the Assignee shall be extended and continued during the extended term of the letting of the Lease as herein amended, supplemented and extended and, further, that all of the terms and conditions thereof and all of the obligations of the Lessee (named as Assignor therein) and all of the obligations of the Assignee under and pursuant to said Lease Assignment, Assumption and Consent Agreement shall continue in full force and effect during the extended term of the letting of the Lease as herein amended, supplemented and extended.

(b) Neither the execution of this Third Supplemental Agreement nor anything contained herein nor the extension of the term of the letting of the Lease hereunder nor any other term or provision hereof shall or shall be deemed to release, relieve or discharge the Lessee or the Assignee from any of its or their liabilities, duties, obligations or indemnities whatsoever which have accrued or will accrue under the Lease or the Lease Assignment, Assumption and Consent Agreement.

(c) As used in the Lease Assignment, Assumption and Consent Agreement, the term "Lease" shall mean the Lease, as amended, supplemented and extended by this Third Supplemental Agreement, the Second Supplemental Agreement and the First Supplemental Agreement to the Lease.

11. Since more than one legal entity is the Lessee, each and every obligation hereof shall be the joint and several obligation of each such legal entity.

12. This Third Supplemental Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. As hereby amended, extended and supplemented, all the terms and conditions of the Lease, and of the Lease Assignment, Assumption and Consent Agreement, shall be and remain in full force and effect.

14. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally by the Lessee or the Assignee with any liability or held liable to either the Lessee or the Assignee by any term or provision of this Third Supplemental Agreement or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

15. The Lessee and the Assignee each represents and warrants that no broker has been concerned in the negotiation of this Third Supplemental Agreement or the extension hereunder and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee and the Assignee each shall indemnify and save harmless the Port Authority of and from all claims for commission in connection with the negotiation and execution of this Third Supplemental Agreement or the extension of the term hereunder.

16. This Third Supplemental Agreement, together with the Lease (to which it is supplementary) and the Lease Assignment, Assumption and Consent Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee and the Assignee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of the Port Authority, the Lessee and the Assignee. The Lessee and the Assignee agree that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease, the Lease Assignment, Assumption and Consent Agreement or this Third Supplemental Agreement.

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

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

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

(Seal)

ATTEST:

Secretary

AMERICAN AIRLINES, INC.

By

Print Name: LAURA A. EINSPANIER

(Title) Vice President
Corporate President
Real Estate

(Corporate Seal)

ATTEST:

Jan Davidson
Assistant Secretary

DELTA AIR LINES, INC.

By _____

Print Name: Shawn Anderson

(Title) Vice President

(Corporate Seal)

ATTEST:

Secretary

UNITED AIR LINES, INC.

By _____

Print Name: Frederic F. Brace

(Title) Executive Vice President and Chief Financial Officer

(Corporate Seal)

ATTEST:

Alice R. Nicholas
Secretary

LAGUARDIA FUEL FACILITIES CORPORATION

By Robert L. Rose

Print Name: ROBERT L. ROSE

(Title) President

(Corporate Seal)

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

OCC

CAR/dmt

La Guardia Fuel Facilities Corporation
4-28-70 NYS

SCHEDULE E

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

Part I. Affirmative Action Guidelines - Equal Employment Opportunity

Without limiting any of the terms and conditions of the Lease between The Port Authority of New York and New Jersey (the "***Port Authority***") and **AMERICAN AIRLINES, INC., DELTA AIR LINES, INC. and UNITED AIR LINES, INC.** (jointly and severally, the "***Lessee***") and **LAGUARDIA FUEL FACILITIES CORPORATIOIN** (the "**Assignee**") under Lease No. AG-643 (the "***Lease***"), the Lessee understands and agrees that it shall put into effect prior to the commencement of any construction work (including but not limited to any work under a Tenant Alteration Application) an affirmative action program and Minority Business Enterprise (MBE) program and Women-owned Business Enterprise (WBE) program in accordance with the provisions of this Schedule E. As used in this Schedule E the term '***construction work***' shall be deemed to include also any and all work under each Tenant Alteration Application. The provisions of this Schedule E shall be applicable to the Lessee's contractor or contractors and subcontractors at any tier of construction as well as to the Lessee itself and the Lessee shall include the provisions of this Schedule E within all of its construction contracts so as to make said provisions and undertakings the direct obligation of the construction contractor or contractors and subcontractors at any tier of construction. The Lessee shall and shall require its said contractor, contractors and subcontractors to furnish to the Port Authority such data, including but not limited to compliance reports relating to the operation and implementation of the affirmative action, Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) programs called for hereunder as the Port Authority may request at any time and from time to time regarding the affirmative action, Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) programs of the Lessee and its contractor, contractors, and subcontractors at any tier of construction, and the Lessee shall and shall also require that its contractor, contractors and subcontractors at any tier of construction make and put into effect such modifications and additions thereto as may be directed by the Port Authority pursuant to the provisions hereof and this Schedule E to effectuate the goals of affirmative action and Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) programs.

In addition to and without limiting any terms and conditions of the Lease, the Lessee shall provide in its contracts and all subcontracts covering the construction work or any portion thereof, that:

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

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

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

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

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

I. As a matter of policy the Port Authority hereby requires the Lessee and the Lessee shall require the Contractor, as hereinafter defined, to comply with all of the provisions of this Schedule E, the foregoing provisions set forth above and the provisions set forth hereinafter in this Schedule E. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contract adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

The Lessee as well as each bidder, contractor and subcontractor of the Lessee and each subcontractor of a contractor at any tier of construction (herein collectively

referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). The Lessee hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. The Lessee shall likewise require the Contractor to commit itself to the said goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. The Lessee and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows:

(1)	Minority participation	
	Minority, except laborers	30%
	Minority, laborers	40%
(2)	Female participation	
	Female, except laborers	6.9%
	Female, laborers	6.9%

These goals are applicable to all the Contractor's construction work performed in and for the premises.

The Contractor's specific affirmative action obligations required herein of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to the Lessee and the Lessee shall provide written notification to the Manager of the Office of Business and Job Opportunity of the Port Authority within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used in these specifications:

(1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941:

(2) "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 those provisions which include the applicable goals for minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO").

The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at the premises.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Lessee when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional

opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the Lessee. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, the Lessee shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Port Authority.

PART II. MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Port Authority requires the Lessee and the Lessee shall itself and shall require the general contractor or other construction supervisor and each of the Lessee's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(a) Dividing the work to be subcontracted into smaller portions where feasible.

(b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(d) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Office of Business and Job Opportunity of the Port Authority. If the Contractor wishes to utilize a firm not already certified by the Port Authority, it shall submit to the Port Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Port Authority. All such requests shall be in writing addressed to the Office of Business and Job Opportunity, the Port Authority of New York and New Jersey, 225 Park Avenue South, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Lessee. Certification shall be effective only if made in writing by the Director in charge of the Office of Business and Job Opportunity of the Port Authority. The determination of the Port Authority shall be final and binding.

The Port Authority has compiled a list of the firms that the Port Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Port Authority. Such list shall be made available to the Contractor upon request. The Port Authority makes no representation as to the financial responsibility of such, firms, their technical competence to perform, or any other performance-related qualifications.

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

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

OCC

For the Port Authority

Initialed:

For the Lessee

SDA RLR.

SCHEDULE F
LOCAL BUSINESS ENTERPRISES COMMITMENT

As a matter of policy the Port Authority hereby requires the Lessee and the Lessee shall require any Contractor utilized by the Lessee to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Schedule F.

(1) The Lessee and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises (LBEs) in all construction work on the Premises, including without limitation work under Tenant Alteration Applications. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office (ASDO), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system (BASIS). The Port Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBDs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following:

(i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible

(ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBE's registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) The Port Authority is committed to making employment opportunities available to local residents and expects that the Contractor will utilized LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Lease including, without limitation, the obligation to put into

effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Schedule E hereof.

For the Port Authority

Initialed:

RLR

For the Lessee

Form – All-Purpose Ack. N.Y. (rev 1/4/2000)

(Port Authority Acknowledgment)

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

On the 3RD day of MARCH in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared DAVID KAGAN

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(Signature of Notary Public)
(notarial seal and stamp)

GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI6026210
Qualified in Queens County
My Commission Expires June 14, 2011

(Corporate Acknowledgment – American Airlines, Inc.)

STATE OF Texas)
)ss.:
COUNTY OF Tarrant)

On the 14th day of June 2007 in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Espinoza

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rowena Thom
(Signature of Notary Public)
(notarial seal and stamp)

ROWENA THOM
Notary Public, State of Texas
My Commission Expires 10-29-08

Form – All-Purpose Ack. N.Y. (rev 1/4/2000)

(Corporate Acknowledgment – Delta Air Lines, Inc.)

STATE OF Georgia)
)ss.:
COUNTY OF Fulton)

On the 20th day of August in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Jan Davidson and Shawn Anderson personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

BEVERLY A. CALDWELL NOTARY PUBLIC GEORGIA EXPIRES APRIL 7, 2008 HENRY COUNTY

Beverly A. Caldwell
(Signature of Notary Public)
(notarial seal and stamp)

(Corporate Acknowledgment – United Air Lines, Inc.)

STATE OF Illinois)
)ss.:
COUNTY OF Cook)

On the 4th day of Sept. in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Frederic F. Brace personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Charlene Z. Geerling
(Signature of Notary Public)
(notarial seal and stamp)

"OFFICIAL SEAL:
CHARLENE Z. GEERLING
Notary Public, State of Illinois
My Commission Expires 9/10/10

Form – All-Purpose Ack. N.Y. (rev 1/4/2000)

(Corporate Acknowledgment – LaGuardia Fuel Facilities Corporation)

STATE OF Florida)
)ss.:
COUNTY OF Sarasota)

On the 26th day of December in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert L. Rose

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

E. Emmerson Browning Jr
(Signature of Notary Public)
(notarial seal and stamp)

E EMMERSON BROWNING, JR
MY COMMISSION # DD618207
EXPIRES November 28, 2010
(407)398-0153 FloridaNotaryService.com

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

Port Authority Agreement No. AG-643
Supplement No. 4
Port Authority Facility - LaGuardia Airport

FOURTH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of August 31, 2005, by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter referred to as the "Port Authority"), and **AMERICAN AIR LINES, INC.**, a corporation of the State of Delaware, **DELTA AIR LINES, INC.**, a corporation of the State of Delaware, **UNITED AIR LINES, INC.**, a corporation of the State of Delaware (hereinafter jointly, severally and collectively called the "Lessee" or the "Assignor") and **LAGUARDIA FUEL FACILITIES CORPORATION** (hereinafter referred to as the "Assignee"), a corporation organized and existing under the Laws of the State of New York,

WITNESSETH, That:

WHEREAS, the Port Authority heretofore as of November 1, 1972 entered into an agreement of lease with the Lessee (which then also included Eastern Air Lines, Inc. and Trans World Airlines, Inc.) (which agreement as the same has been heretofore supplemented and amended is hereinafter referred to as the "Lease") covering the letting by the Port Authority to the Lessee of certain premises at LaGuardia Airport, as more particularly described in the Lease; and

WHEREAS, the Lease was assigned by the Lessee to the Assignee pursuant to an Assignment of Lease with Assumption and Consent agreement dated as of November 15, 1972 and entered into among the Lessee (as Assignor, which then also included Eastern Air Lines, Inc. and Trans World Airlines, Inc.), the Assignee and the Port Authority and covering the consent of the Port Authority, and the terms and conditions thereof, to the said assignment of the Lease from the Lessee to the Assignee (said agreement being hereinafter referred to as the "Lease Assignment, Assumption and Consent Agreement"); and

WHEREAS, pursuant to the Lease Assignment, Assumption and Consent Agreement, the Lessee continued fully liable for the performance of all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, of the Lease on the part of the Lessee or tenant thereunder to be performed, all as more fully set forth in the Lease Assignment, Assumption and Consent Agreement; and

WHEREAS, pursuant to the Lease Assignment, Assumption and Consent Agreement, the Assignee thereby assumed the performance of all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, contained in the Lease, to be performed on the part of the lessee or tenant thereunder, as though the Assignee were the original signatory to the Lease, all as more fully set forth in the Lease Assignment, Assumption and Consent Agreement; and

WHEREAS, the Port Authority, the Lessee and the Assignee desire to extend the term of the letting under the Lease and to amend the Lease in certain other respects; and

WHEREAS, the Port Authority, the Lessee and the Assignee also desire to provide herein for the continuation of the Lease Assignment, Assumption and Consent Agreement and of the terms and conditions thereof, with respect to the Lease as herein extended, supplemented and amended, including without limitation the continuation of the obligations and liabilities of the Lessee and of the Assignee thereunder, and also for the continuation of the Port Authority's consent thereunder, during the extension of the term of the Lease as herein extended, supplemented and amended;

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, effective as of the dates hereinafter set forth, it is hereby agreed as follows:

1. Effective as of December 31, 2005, the term of the letting under the Lease is hereby extended for the period ending on December 31, 2007, unless sooner terminated.

2. Effective as of August 31, 2005, Section 49 of the Lease entitled "Entire Agreement" (as renumbered by Paragraph 16 of the First Supplemental Agreement) shall be renumbered as "Section 50", and the following new Section 49 shall be deemed inserted into the Lease reading as follows:

"Section 49. <u>Area Added to the Premises/Security Fencing</u>

(a) Added Area:

(i) Effective as of August 31, 2005, in addition to the premises heretofore let to the Lessee under the Lease, the letting as to which shall continue in full force and effect, the Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority the land area shown in cross-hatching on the drawing attached hereto, hereby made a part hereof and marked "Exhibit I - N" (said Exhibit I – N consisting of Exhibit I –N (Sheet 1 of 2) and Exhibit I - N (Sheet 2 of 2)", together with the fixtures, improvements and other property, if any, of the Port Authority located or to be located therein, thereon or thereunder, the said area, fixtures, improvements and other property, if any, (the "***Added Area***") to be and become part of the premises under the Lease, as hereby amended, let to the Lessee, and subject to and in accordance with all the

terms, provisions, covenants and conditions of the Lease, as hereby amended, for and during all the residue and remainder of the term of the letting under the Lease.

(ii) The parties acknowledge that the Added Area added to the premises pursuant to this Section constitutes nonresidential real property.

(iii) The Lessee shall use the Added Area subject to and in accordance with the terms and provisions of the Lease, including but not limited to the restrictions set forth in Paragraph 2 below and Section 5 of the Lease, and for any other purpose or activity for which the Port Authority, expressly in writing, authorizes.

(iv) If the Port Authority shall not give possession of the Added Area on the Effective Date set forth above by reason of the failure or refusal of any occupant to deliver possession thereof to the Port Authority or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to give possession on the said date. No such failure to give possession on the date hereinabove specified shall in any wise affect the validity of this Agreement or the obligations of the Lessee hereunder, nor shall the same be construed in any wise to extend the term of the letting under the Lease beyond the date specified in the Lease for the expiration of the term of the letting under the Lease. Tender shall be made by notice given at least five (5) days prior to the effective date of the tender. In the event that notice of tender of the said area described in subparagraph (a) above is not given for possession to commence on or before three hundred sixty-five (365) days after the Effective Date for the commencement of the letting thereof, then this Agreement with respect to the letting of the Added Area shall be deemed cancelled, except that each party shall and does release and discharge the other party from any and all claims and demands based on this Agreement, or a breach or alleged breach thereof.

(v) The Port Authority shall deliver the Added Area to the Lessee in its presently existing "as is" condition. The Lessee acknowledges that prior to the execution of this Agreement, it has thoroughly examined and inspected the Added Area and has found it suitable for the Lessee's operations therein under the Lease as herein amended. The Lessee agrees to and shall take the Added Area in its "as is" condition and the Port Authority shall have no obligation under the Lease as herein amended for finishing work or preparation of any portion of the Added Area for the Lessee's use. The Lessee acknowledges that it has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees or agents as to the suitability of the Added Area for the operations permitted thereon by the Lease as herein amended. Without limiting any obligation of the Lessee to commence operations under the Lease as herein amended at the time and in the manner stated elsewhere in this Agreement, the Lessee agrees that no portion of the Added Area will be used initially or at any time during the term of the letting thereof which is in a condition unsafe or improper for the conduct of the Lessee's operations therein under the Lease as herein amended so that there is possibility of injury or damage to life or property, and the Lessee further agrees

that before any use it will immediately correct any such unsafe or improper condition.

(vi) The Lessee hereby further agrees to relieve the Port Authority from and to assume all responsibility for any and all risks, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, the condition of the Added Area and all parts thereof whether any aspect of such condition existed prior to, on or after the applicable effective date of the letting of the Added Area hereunder, including without limitation all Environmental Requirements (as defined in Section 44 of the Lease) and Environmental Damages (as defined in Section 44 of the Lease), and to indemnify and hold harmless the Port Authority for all such risks, responsibilities, costs and expenses. If so directed, the Lessee shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority. It is hereby understood and agreed that whenever reference is made in this Lease to the condition of the Added Area as of the commencement of the term thereof, the same shall be deemed to mean the condition of the premises as of the commencement date of the letting thereof as set forth above, and as to the improvements made and the alteration work performed during the term of the Lease in the condition existing after the completion of the same. All the obligations of the Lessee under this paragraph with respect to responsibilities, risks, costs and expenses assumed by the Lessee shall survive the expiration or termination of the Lease.

(b) Security Fencing:

It is recognized that as of August 31, 2005 the Port Authority completed the installation of new security fencing along the perimeter of the premises (including the Added Area) ("Security Fencing"), and that the Added Area becomes part of the premises as a result of the installation of the said Security Fencing. It is further recognized that the Security Fencing becomes part of the premises, pursuant to Paragraph (a) of this Section 49 and that all of the obligations of the Lessee under the Lease shall apply to the Security Fencing, including but not limited to, Lessee's obligations under Sections 6,7,8,9,and 10 and 33 of the Lease; and the Lessee understands and agrees that it shall at is sole cost and expense maintain the Security Fencing in accordance therewith; however, the Lessee shall not make any alterations or modifications to the Security Fencing without the prior written approval of the Port Authority. Further, the Lessee shall not interfere with, or permit any one to interfere with, the Security Fencing or do anything, or permit any act or thing, that impairs the effectiveness of the Security Fencing."

3. Section 4 of the Lease entitled "Rental", as last amended by paragraph 2 of the Third Supplemental Agreement to the Lease, shall be deemed further amended by adding the following sentences at the end thereof:

"Notwithstanding anything to the contrary contained in the immediately foregoing sentence, for the further extended term of the letting hereunder (that is, the period commencing January 1, 2006 and expiring December 31, 2006), the Lessee shall pay to the Port Authority rental at the rate of One Million One Hundred Twenty-four Thousand Two Hundred Eighty Dollars and No Cents ($1,124,280.00) per annum, payable in advance in equal monthly installments on the first day of January, 2006 and on the first day of each and every calendar month thereafter for the balance of the said further extended term of the letting. Notwithstanding anything to the contrary contained in the immediately foregoing sentence, for the further extended term of the letting hereunder (that is, the period commencing January 1, 2007 and expiring December 31, 2007), the Lessee shall pay to the Port Authority rental at the rate of One Million One Hundred Fifty-eight Thousand Twelve Dollars and No Cents ($1,158,012.00) per annum, payable in advance in equal monthly installments on the first day of January, 2007 and on the first day of each and every calendar month thereafter for the balance of the said further extended term of the letting."

4. Without limiting any other rights of the Port Authority under the Lease, as hereby extended and amended, the Port Authority shall have the right to terminate the Lease and the letting thereunder, without cause, at any time, on thirty (30) days' notice to the Lessee and the Assignee. In the event of termination pursuant to this paragraph, the Lease and the letting thereunder shall cease and expire as if the effective date of termination stated in the notice were the date originally stated herein for the expiration of the Lease.

5. Effective as of August 31, 2005, Exhibit I as set forth in the Lease shall be deemed deleted and the attached new Exhibit I – N (Sheet 1 of 2) and Exhibit I – N (Sheet 2 of 2) shall be deemed substituted in lieu thereof. The Lessee acknowledges and agrees that all reference in the Lease to "Exhibit I" shall be deemed amended to read "Exhibit I – N (Sheet 1 of 2) and Exhibit I – N (Sheet 2 of 2)".

6. (a) By execution of this Fourth Supplemental Agreement, the parties hereby agree that the Lease Assignment, Assumption and Consent Agreement among the Port Authority, the Lessee (named as Assignor therein) and the Assignee shall be extended and continued during the extended term of the letting of the Lease as herein amended, supplemented and extended and, further, that all of the terms and conditions thereof and all of the obligations of the Lessee (named as Assignor therein) and all of the obligations of the Assignee under and pursuant to said Lease Assignment, Assumption and Consent Agreement shall continue in full force and effect during the extended term of the letting of the Lease as herein amended, supplemented and extended.

(b) Neither the execution of this Fourth Supplemental Agreement nor anything contained herein nor the extension of the term of the letting of the Lease hereunder nor any other term or provision hereof shall or shall be deemed to release, relieve or discharge the Lessee or the Assignee from any of its or their liabilities, duties, obligations or indemnities whatsoever which have accrued or will accrue under the Lease or the Lease Assignment, Assumption and Consent Agreement.

(c) As used in the Lease Assignment, Assumption and Consent Agreement, the term "Lease" shall mean the Lease, as amended, supplemented and extended by this Fourth Supplemental Agreement, the Third Supplemental Agreement, the Second Supplemental Agreement and the First Supplemental Agreement to the Lease.

7. Since more than one legal entity is the Lessee, each and every obligation hereof shall be the joint and several obligation of each such legal entity.

8. This Fourth Supplemental Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. As hereby amended, extended and supplemented, all the terms and conditions of the Lease, and of the Lease Assignment, Assumption and Consent Agreement, shall be and remain in full force and effect.

10. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally by the Lessee or the Assignee with any liability or held liable to either the Lessee or the Assignee by any term or provision of this Fourth Supplemental Agreement or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

11. The Lessee and the Assignee each represents and warrants that no broker has been concerned in the negotiation of this Fourth Supplemental Agreement or the extension hereunder and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee and the Assignee each shall indemnify and save harmless the Port Authority of and from all claims for commission in connection with the negotiation and execution of this Fourth Supplemental Agreement or the extension of the term hereunder.

12. This Fourth Supplemental Agreement, together with the Lease (to which it is supplementary) and the Lease Assignment, Assumption and Consent Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee and the Assignee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of the Port Authority, the Lessee and the Assignee. The Lessee and the Assignee agree that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease, the Lease Assignment, Assumption and Consent Agreement or this Fourth Supplemental Agreement.

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

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

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

(Seal)

ATTEST:

Secretary

AMERICAN AIRLINES, INC.

By

Print Name: LAURA A. EINSPANIER

(Title) Vice President Corporate Real Estate

(Corporate Seal)

ATTEST:

Assistant Secretary

DELTA AIR LINES, INC.

By

Print Name: Shawn Anderson

(Title) Vice President

(Corporate Seal)

ATTEST:

Secretary

UNITED AIR LINES, INC.

By

Print Name: Frederic F. Brace

(Title) Executive Vice President and Chief Financial Officer

(Corporate Seal)

ATTEST:

Secretary

LAGUARDIA FUEL FACILITIES CORPORATION

By Robert L. Rose

Print Name: ROBERT L ROSE

Title: President

La Guardia Fuel Facilities Corporation 4-28-70 NYS

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

CAR/dmt

(Ex. 4 – Security Diagrams)

(Port Authority Acknowledgment)

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

On the 3RD day of MARCH in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared DAVID KAGAN personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(Signature of Notary Public)
(notarial seal and stamp)

GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI6026210
Qualified in Queens County
My Commission Expires June 14, 20 11

(Corporate Acknowledgment – American Airlines, Inc.)

STATE OF Texas)
)ss.:
COUNTY OF Tarrant)

On the 14th day of June in the year ~~2006~~ 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared AT Ross Lewis Employee personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rowena Thom
(Signature of Notary Public)
(notarial seal and stamp)

ROWENA THOM
Notary Public, State of Texas
My Commission Expires 10-29-08

(Corporate Acknowledgment – Delta Air Lines, Inc.)

STATE OF Georgia)
)ss.:
COUNTY OF Fulton)

On the 20th day of August in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Jan Davidson and Shawn Anderson personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

BEVERLY A. CALDWELL NOTARY PUBLIC GEORGIA EXPIRES APRIL 7, 2008 HENRY COUNTY

Beverly A. Caldwell
(Signature of Notary Public)
(notarial seal and stamp)

(Corporate Acknowledgment – United Air Lines, Inc.)

STATE OF Illinois)
)ss.:
COUNTY OF Cook)

On the 4th day of Sept. in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Frederic F. Brace personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Charlene Z. Geerling
(Signature of Notary Public)
(notarial seal and stamp)

"OFFICIAL SEAL:
CHARLENE Z. GEERLING
Notary Public, State of Illinois
My Commission Expires 9/10/10

(Corporate Acknowledgment – LaGuardia Fuel Facilities Corporation)

STATE OF Florida)
)ss.:
COUNTY OF Sarasota)

On the 26th day of December in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert L. Rose

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

E. Emmerson Browning Jr
(Signature of Notary Public)
(notarial seal and stamp)

E EMMERSON BROWNING, JR
MY COMMISSION # DD618207
EXPIRES November 28, 2010
(407)398-0153 FloridaNotaryService.com

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

Port Authority Agreement No. AG-643
Supplement No. 5
Port Authority Facility - LaGuardia Airport

FIFTH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of December 31, 2007, by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter referred to as the "Port Authority"), and **AMERICAN AIR LINES, INC.**, a corporation of the State of Delaware, **DELTA AIR LINES, INC.**, a corporation of the State of Delaware, **UNITED AIR LINES, INC.**, a corporation of the State of Delaware (hereinafter jointly, severally and collectively called the "Lessee" or the "Assignor") and **LAGUARDIA FUEL FACILITIES CORPORATION** (hereinafter referred to as the "Assignee"), a corporation organized and existing under the Laws of the State of New York,

WITNESSETH, That:

WHEREAS, the Port Authority heretofore as of November 1, 1972 entered into an agreement of lease with the Lessee (which then also included Eastern Air Lines, Inc. and Trans World Airlines, Inc.) (which agreement as the same has been heretofore supplemented and amended is hereinafter referred to as the "Lease") covering the letting by the Port Authority to the Lessee of certain premises at LaGuardia Airport, as more particularly described in the Lease; and

WHEREAS, the Lease was assigned by the Lessee to the Assignee pursuant to an Assignment of Lease with Assumption and Consent agreement dated as of November 15, 1972 and entered into among the Lessee (as Assignor, which then also included Eastern Air Lines, Inc. and Trans World Airlines, Inc.), the Assignee and the Port Authority and covering the consent of the Port Authority, and the terms and conditions thereof, to the said assignment of the Lease from the Lessee to the Assignee (said agreement being hereinafter referred to as the "Lease Assignment, Assumption and Consent Agreement"); and

WHEREAS, pursuant to the Lease Assignment, Assumption and Consent Agreement, the Lessee continued fully liable for the performance of all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, of the Lease on the part of the Lessee or tenant thereunder to be performed, all as more fully set forth in the Lease Assignment, Assumption and Consent Agreement; and

WHEREAS, pursuant to the Lease Assignment, Assumption and Consent Agreement, the Assignee thereby assumed the performance of all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, contained in the Lease, to be performed on the part of the lessee or tenant thereunder, as though the Assignee were the original signatory to the Lease, all as more fully set forth in the Lease Assignment, Assumption and Consent Agreement; and

WHEREAS, the Port Authority, the Lessee and the Assignee desire to extend the term of the letting under the Lease and to amend the Lease in certain other respects; and

WHEREAS, the Port Authority, the Lessee and the Assignee also desire to provide herein for the continuation of the Lease Assignment, Assumption and Consent Agreement and of the terms and conditions thereof, with respect to the Lease as herein extended, supplemented and amended, including without limitation the continuation of the obligations and liabilities of the Lessee and of the Assignee thereunder, and also for the continuation of the Port Authority's consent thereunder, during the extension of the term of the Lease as herein extended, supplemented and amended;

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, effective as of the dates hereinafter set forth, it is hereby agreed as follows:

1. Effective as of December 31, 2007, the term of the letting under the Lease is hereby extended for the period ending on December 31, 2010, unless sooner terminated.

2. Section 4 of the Lease entitled "Rental", as last amended by paragraph 3 of the Fifth Supplemental Agreement to the Lease, shall be deemed further amended by adding the following sentences at the end thereof:

> "Notwithstanding anything to the contrary contained in the immediately foregoing sentence, for the further extended term of the letting hereunder (that is, the period commencing January 1, 2008 and expiring December 31, 2008), the Lessee shall pay to the Port Authority rental at the rate of One Million One Hundred Eighty-five Thousand Six Hundred Twenty-four Dollars and No Cents ($1,185,624.00) per annum, payable in advance in equal monthly installments of Ninety-eight Thousand Eight Hundred Two Dollars and No Cents ($98,802.00) each on the first day of January, 2008 and on the first day of each and every calendar month thereafter for the balance of the said further extended term of the letting. Notwithstanding anything to the contrary contained in the immediately foregoing sentence, for the further extended term of the letting hereunder (that is, the period commencing January 1, 2009 and expiring December 31, 2009), the Lessee shall pay to the Port Authority rental at the rate of One Million Two Hundred Thirteen Thousand Two Hundred Thirty-six Dollars and No Cents ($1,213,236.00) per annum, payable in advance in equal monthly

installments of One Hundred One Thousand One Hundred three Dollars and No Cents ($101,103.00) each on the first day of January, 2009 and on the first day of each and every calendar month thereafter for the balance of the said further extended term of the letting. Notwithstanding anything to the contrary contained in the immediately foregoing sentence, for the further extended term of the letting hereunder (that is, the period commencing January 1, 2010 and expiring December 31, 2010), the Lessee shall pay to the Port Authority rental at the rate of One Million Two Hundred Forty-one Thousand Four Dollars and No Cents ($1,241,004.00) per annum, payable in advance in equal monthly installments of One Hundred three Thousand four Hundred Seventeen Dollars and No Cents ($103,417.00) each on the first day of January, 2010 and on the first day of each and every calendar month thereafter for the balance of the said further extended term of the letting."

3. Without limiting any other rights of the Port Authority under the Lease, as hereby extended and amended, the Port Authority shall have the right to terminate the Lease and the letting thereunder, without cause, at any time, on thirty (30) days' notice to the Lessee and the Assignee. In the event of termination pursuant to this paragraph, the Lease and the letting thereunder shall cease and expire as if the effective date of termination stated in the notice were the date originally stated herein for the expiration of the Lease.

4. (a) By execution of this Fifth Supplemental Agreement, the parties hereby agree that the Lease Assignment, Assumption and Consent Agreement among the Port Authority, the Lessee (named as Assignor therein) and the Assignee shall be extended and continued during the extended term of the letting of the Lease as herein amended, supplemented and extended and, further, that all of the terms and conditions thereof and all of the obligations of the Lessee (named as Assignor therein) and all of the obligations of the Assignee under and pursuant to said Lease Assignment, Assumption and Consent Agreement shall continue in full force and effect during the extended term of the letting of the Lease as herein amended, supplemented and extended.

(b) Neither the execution of this Fifth Supplemental Agreement nor anything contained herein nor the extension of the term of the letting of the Lease hereunder nor any other term or provision hereof shall or shall be deemed to release, relieve or discharge the Lessee or the Assignee from any of its or their liabilities, duties, obligations or indemnities whatsoever which have accrued or will accrue under the Lease or the Lease Assignment, Assumption and Consent Agreement.

(c) As used in the Lease Assignment, Assumption and Consent Agreement, the term "Lease" shall mean the Lease, as amended, supplemented and extended by this Fifth Supplemental Agreement, the Fourth Supplemental Agreement, the Third

Supplemental Agreement, the Second Supplemental Agreement and the First Supplemental Agreement to the Lease.

LE (AA) MP (UA) CC (DC) RL Rose OCC

5. ~~The Lessee waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Lessee in respect of the premises and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under the Lease.~~ The Lessee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of rents, fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

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

LE (AA) MP (UA) CC (DC) RL Rose OCC

7. Since more than one legal entity is the Lessee, each and every obligation hereof shall be the joint and several obligation of each such legal entity.

8. This Fifth Supplemental Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. As hereby amended, extended and supplemented, all the terms and conditions of the Lease, and of the Lease Assignment, Assumption and Consent Agreement, shall be and remain in full force and effect.

10. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Lessee or the Assignee with any liability or held liable to either the Lessee or the Assignee by any term or provision of this Fifth Supplemental Agreement or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

11. The Lessee and the Assignee each represents and warrants that no broker has been concerned in the negotiation of this Fifth Supplemental Agreement or the extension hereunder and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee and the Assignee each shall indemnify and save harmless the Port Authority of and from all claims for commission in connection with the negotiation and execution of this Fifth Supplemental Agreement or the extension of the term hereunder.

12. This Fifth Supplemental Agreement, together with the Lease (to which it is supplementary) and the Lease Assignment, Assumption and Consent Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee and the Assignee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of the Port Authority, the Lessee and the Assignee. The Lessee and the Assignee agree that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease, the Lease Assignment, Assumption and Consent Agreement or this Fifth Supplemental Agreement.

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

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

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

(Seal)

ATTEST:

Secretary

AMERICAN AIRLINES, INC.

By

Print Name: LAURA A. EINSPANIER

(Title) Vice President
Corporate Properties

(Corporate Seal)

ATTEST:

Asst. Secretary

DELTA AIR LINES, INC.

By C R Colletto

Print Name: Christopher Colletto

(Title) Vice President Supply Chain Mgmt

(Corporate Seal)

ATTEST:

Secretary

UNITED AIR LINES, INC.

By Grace Rumia

Print Name: GRACE RUMIA

(Title) SR VP President

(Corporate Seal)

I 10/7/04 E 10/25/10

FDL# R200-772-44-385-0

ATTEST:

Alice R. Nicholas

Secretary

LAGUARDIA FUEL FACILITIES CORPORATION

By Robert L. Rose

Print Name ROBERT L ROSE

(Title) President

(Corporate Seal)

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:
JCC	MdlR/dmt

(Port Authority Acknowledgment)

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

On the 28th day of July in the year ~~200~~ 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MICHAEL F. SCHMIDT
Notary Public, State of New York
No. 01SC6118149
Qualified in New York County
Commission Expires November 1, 20

(Signature of Notary Public)
(notarial seal and stamp)

(Corporate Acknowledgment – American Airlines, Inc.)

STATE OF Texas)
)ss.:
COUNTY OF Tarrant)

On the 19th day of January in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Ginspanier

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rowena Thom

(Signature of Notary Public)
(notarial seal and stamp)

ROWENA THOM
Notary Public,
State of Texas
Comm. Exp. 10-29-12

AG-643 Supp#5

(Corporate Acknowledgment – Delta Air Lines, Inc.)

STATE OF Georgia)
)ss.:
COUNTY OF Fulton)

On the 29th day of October in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Christopher Collette

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Constance J. Schultz
(Signature of Notary Public)
(notarial seal and stamp)

Constance J. Schultz
Notary Public, Fayette County, GA
My Commission Expires January 9, 2011

(Corporate Acknowledgment – United Air Lines, Inc.)

STATE OF Illinois)
)ss.:
COUNTY OF Cook)

On the 25th day of February in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Grace Puma

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Barbara Thomas
(Signature of Notary Public)
(notarial seal and stamp)

OFFICIAL SEAL
BARBARA THOMAS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/03/10

(Corporate Acknowledgment – LaGuardia Fuel Facilities Corporation)

STATE OF Florida)
)ss.:
COUNTY OF Sarasota)

On the 3rd day of June in the year ~~200~~ 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert L. Rose.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Marvin E Hornby
(Signature of Notary Public)
(notarial seal and stamp)

MARVIN E HORNBY
MY COMMISSION # DD781418
EXPIRES May 01, 2012
(407) 398-0153 FloridaNotaryService.com

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

LaGuardia Airport
Port Authority Lease No. AG-643
Supplement No. 6

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made as of January 1, 2011, by and between the PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as the "Port Authority"), and AMERICAN AIR LINES, INC., a corporation of the State of Delaware, DELTA AIR LINES, INC., a corporation of the State of Delaware, UNITED AIR LINES, INC., a corporation of the State of Delaware (hereinafter jointly, severally and collectively called the "Lessee" or the "Assignor") and LAGUARDIA FUEL FACILITIES CORPORATION (hereinafter referred to as the "Assignee"), a corporation organized and existing under the Laws of the State of New York,

WITNESSETH, That:

WHEREAS, the Port Authority heretofore as of November 1, 1972 entered into an agreement of lease with the Lessee (which then also included Eastern Air Lines, Inc. and Trans World Airlines, Inc.) (which agreement as the same has been heretofore supplemented and amended is hereinafter referred to as the "Lease") covering the letting by the Port Authority to the Lessee of certain premises at LaGuardia Airport, as more particularly described in the Lease; and

WHEREAS, the Lease was assigned by the Lessee to the Assignee pursuant to an Assignment of Lease with Assumption and Consent agreement dated as of November 15, 1972 and entered into among the Lessee (as Assignor, which then also included Eastern Air Lines, Inc. and Trans World Airlines, Inc.), the Assignee and the Port Aturhoity and covering the consent of the Port Authority, and the terms and conditions thereof, to the said assignment of the Lease from the Lessee to the Assignee (said agreement being hereinafter referred to as the "Lease Assignment, Assumption and Consent Agreement"); and

WHEREAS, pursuant to the Lease Assignment, Assumption and Consent Agreement, the Lessee continued fully liable for the performance of all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, of the Lease on the part of the Lessee or tenant thereunder to be preformed, all as more fully set forth in the Lease Assignment, Assumption and Consent Agreement; and

WHEREAS, pursuant to the Lease Assignment, Assumption and Consent Agreement, the Assignee thereby assumed the performance of all the terms, provisions, covenants and conditions including, without limitation thereto, the obligation to pay rent, contained in the Lease, to be performed on the part of the lessee or tenant thereunder, as though the Assignee were the original signatory to the Lease, all as more fully set forth in the Lease Assignment Assumption and Consent Agreement; and

WHEREAS, the Port Authority, the Lessee and the Assignee desire to extend the term of the letting under the Lease and to amend the Lease in certain other respects; and

WHEREAS, the Port Authority, the Lessee and the Assignee also desire to provide herein for the continuation of the Lease Assignment, Assumption and Consent Agreement and of the terms and conditions thereof, with respect to the Lease as herein extended, supplemented and amended, including without limitation the continuation of the obligations and liabilities of the Lessee and of the Assignee thereunder, and also for the continuation of the Port Authority's consent thereunder, during the extension of the term of the Lease as herein extended, supplemented and amended;

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, effective as of the dates set forth below, it is hereby agreed to amend the Lease as follows:

1. Effective as of January 1, 2011, the term of the letting under the Lease is hereby extended to December 31, 2015, unless sooner terminated as provided in the Lease.

2. Section 4 of the lease entitled "Rental", as last amended by paragraph 2 of the Fifth Supplemental Agreement to the Lease, shall be deemed further amended as follows:

> "Notwithstanding anything to the contrary contained in the immediately foregoing sentence, for the further extended term of the letting hereunder (that is, the period commencing January 1, 2011 and expiring December 31, 2011), the Lessee shall pay to the Port Authority rental at the rate of One Million four Hundred Sixty-nine Thousand One Hundred Fifteen Dollars and no Cents ($1,469,115.00) per annum, payable in advance in equal monthly installments of One Hundred Twenty-two Thousand Four Hundred Twenty-six Dollars and Twenty-five Cents ($122,426.25) each on the first day of January, 2011 and on the first day of each and every calendar month thereafter for the balance of the said further extended term of the letting. Notwithstanding anything to the contrary contained in the immediately foregoing sentence, for the further extended term of the letting hereunder (that is the period commencing January 1, 2012 and expiring December 31, 2012), the Lessee shall pay to the Port Authority rental at the rate of One Million Four Hundred Ninety-eight Thousand Three Hundred Sixty-three Dollars and No Cents ($1,498,363.00) per annum, payable in advance in equal monthly installments of One Hundred Twenty-four Thousand Eight Hundred Sixty-three Dollars and Fifty-eight

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

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

(Seal)

ATTEST:

Asst. Corp. Secretary

AMERICAN AIRLINES, INC.

By: _____

Print Name: LAURA A. EINSPANIER

Vice President
Corporate real Estate

(Title) Vice President

(Corporate Seal)

ATTEST:

Secretary
Leslie P. Klemperer
Corporate Secretary

DELTA AIR LINES, INC.

By: _____

Print Name: Christopher Colletti

SVP

(Title) Supply Chain Mgmt Vice President

(Corporate Seal)

ATTEST:

Assistant Corporate Secretary

UNITED AIR LINES, INC.

By: Gerald Laderman
Senior VP Finance & Treasurer

Print Name: _____

(Title) Vice President

(Corporate Seal)

ATTEST:

Treasurer ~~Secretary~~

LAGUARDIA FUEL FACILITIES CORPORATION

By: Robert L. Rose

Print Name: ROBERT L. ROSE

(Title) President

(Corporate Seal)

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

0 CC

MG/mmw

Form - All-Purpose Ack. N.Y. (rev 1/4/2000)

For the Port Authority

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

On the 20th day of September in the year 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared David Kagan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

MICHAEL F. SCHMIDT
Notary Public, State of New York
No. 01SC6118149
Qualified in New York County
Commission Expires November 1, 2012

For American Airlines, Inc.

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 11th day of March in the year 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Einspanier, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ROWENA THOM
Notary Public,
State of Texas
Comm. Exp. 10-29-12

(notarial seal and stamp)

AG-643 Supp#6

For Delta Air Lines, Inc.

STATE OF Georgia)
) ss.
COUNTY OF Henry)

On the 19 day of May in the year 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared Christopher Collette, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Laura A. Kelley
(notarial seal and stamp)
Laura A. Kelley
My Commission Expires
September 17, 2014

For United Air Lines, Inc.

STATE OF Illinois)
) ss.
COUNTY OF Cook)

On the 20 day of April in the year 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared Gerald Laderman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Barbara Thomas
(notarial seal and stamp)

OFFICIAL SEAL
BARBARA THOMAS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/03/14

For LaGuardia Fuel Facilities Corporation

STATE OF New York)
) ss.
COUNTY OF New York)

On the 1st day of July in the year 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert L. Rise, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Margaret Giugliano

(notarial seal and stamp)

MARGARET GIUGLIANO
Notary Public, State of New York
No. 02GI6111912
Qualified in Nassau County
Commission Expires 06/28/2012