Torres Rojas, Genara 701#13522

From: pmcdermott@postschell.com
Sent: Friday, October 12, 2012 2:07 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Paula
Last Name: McDermott
Company: Post &Schell, P.C.
Mailing Address 1: 17 N. 2d street, 12th floor
Mailing Address 2:
City: Harrisburg
State: PA
Zip Code: 17101
Email Address: pmcdermott@postschell.com
Phone: 7176126012
Required copies of the records: Yes

List of specific record(s):
Original lease 1947 between Port Authority and New York City for airports

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

October 23, 2012

Ms. Paula McDermott
Post & Schell, P.C.
17 N. 2nd Street, 12th Floor
Harrisburg, PA 17101

Re: Freedom of Information Reference No. 13522

Dear Ms. McDermott:

This is a response to your October 12, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for a copy of the original lease 1947 between the Port Authority and New York City for airports.

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/13522-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

Attachment

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

Reprinted as of January, 1980

THE CITY OF NEW YORK

and

THE PORT OF NEW YORK AUTHORITY

Agreement

with respect to

Municipal Air Terminals

Dated April 17, 1947

*This reprint includes all supplements as of September 1971

TABLE OF CONTENTS

		PAGE
1.	Definitions	1
2.	Lease of Demised Premises	4
3.	Term	4
4.	Rent	5
5.	Repairs	6
6.	Personal Property	6
7.	Assignment and Mortgages	7
8.	Accounts	7
9.	Financing and Development of Air Terminals	8
10.	Competitive Facilities	9
11.	Garbage Removal, Snow Removal, Police and Fire Protection	10
12.	Operating Contracts	11
13.	Sewer and Other Rights Reserved to the City	12
14.	Water Service	13
15.	Insurance	14
16.	Relocation of Tenants	15
17.	Legislation	16
18.	Federal Aid	16
19.	Acquisition of Lands by the City	16
20.	Physical Changes	16
21.	Policy in Regard to City Ordinances and Regulations	17
22.	Additional Lands and Interests Therein	17
23.	Condemnation or Acquisition by Others	17
24.	Approach Zones, Transition Zones and Turning Zones	19
25.	Area "A" Adjacent to LaGuardia Airport	19
26.	City Streets Within Demised Premises	20
27.	Van Wyck Expressway	20

TABLE OF CONTENTS

	PAGE
28. City Construction Contracts	20
29. Floyd Bennett Field	21
30. Transfer of Civil Service Employees	22
31. Inspection	23
32. Covenant of Quiet Enjoyment	23
33. Rights and Remedies	23
34. Closing of Service Road	23
35. Section Headings	23
36. Notice	23
37. Miscellaneous	24
38. Charges Against Operations	24
39. Interest on Refunding Bonds	25
40. Arbitration Re: Accounting	25

SUPPLEMENTAL AGREEMENTS

	DATED
First	May 26, 1949
Second	November 7, 1952
Third	May 28, 1956
Fourth	November 6, 1958
Fifth	October 3, 1960
Sixth	August 24, 1965
Seventh	December 21, 1965
Eighth	December 12, 1968

Agreement, made this 17th day of April, 1947, by and between The City of New York, a municipal corporation of the State of New York with its principal office at the City Hall, in the Borough of Manhattan, City of New York, (hereinafter called the "City"), and The Port of New York Authority, a body corporate and politic, created by compact between the States of New York and New Jersey with the consent of Congress with its office at 111 Eighth Avenue, Borough of Manhattan, City of New York, (hereinafter called the "Port Authority").

Whereas, the City and Port Authority are agreed that the improvement, development, operation and maintenance of Idlewild Airport, LaGuardia Airport and Floyd Bennett Field by the Port Authority and at its expense will be in the public interest, and

Whereas, by chapters Eight hundred two and Forty-three, respectively, of the Laws of New York and the Laws of New Jersey of 1947, said two states have declared it to be their policy to encourage the integration of air terminals within the Port of New York District so far as practicable in a unified system, and in furtherance of said policy have authorized the Port Authority to improve, develop, operate and maintain air terminals, and have authorized and empowered cities and other municipalities in the Port of New York District to consent to the use by the Port Authority of any air terminals owned by them and of any real and personal property owned by them, and

Whereas, the City, by resolution duly adopted by its Board of Estimate on the 17th day of April, 1947, (Cal. No. 5) authorized the execution and delivery of this agreement, and

Whereas, by resolution duly adopted by its Board of Commissioners on the 17th day of April, 1947, the Port Authority authorized the execution and delivery of this agreement,

Now, Therefore, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns as follows:

1. Definitions

As used in this agreement the following words and phrases shall be construed as follows:

"MAP I", "MAP II" and "MAP III" shall mean the maps annexed hereto marked Map I, Map II and Map III.

"Air Terminal" shall mean an air terminal as defined in Section 3 of Chapter Eight hundred two of the Laws of New York, 1947 and Chapter Forty three, Laws of New Jersey, 1947.

"Demised premises" shall mean (a) the lands shown in green on Map I, Map II, and subject to the provisions of section 29 hereof, Map III annexed hereto; (b) the buildings, structures and other improvements thereon; (c) all items of personal property now owned by the City and listed in the schedule "C" hereto annexed; (d) such other parcels of property, easements and interests in land as are listed in schedule "A" hereto annexed; (e) additional and after acquired property as well as improvements thereon and equipment used exclusively in connection with the operation of the municipal air terminals and purchased or acquired for municipal air terminal purposes.

"LaGuardia Airport" shall mean an air terminal situated upon the portion of the demised premises shown in green upon Map I and upon such premises contiguous thereto as may be acquired by or in the name of either party for use in connection with that portion of the demised premises.

"Idlewild Airport" shall mean an air terminal situated upon the portion of the demised premises shown in green upon Map II and upon such premises contiguous thereto as may be acquired by or in the name of either party for use in connection with that portion of the demised premises.

"Floyd Bennett Field" shall mean an air terminal situated upon the portion of the demised premises shown in green upon Map III, and upon such premises contiguous thereto as may be acquired by or in the name of either party for use in connection with that portion of the demised premises.

"Municipal air terminals" shall mean Idlewild Airport, LaGuardia Airport and Floyd Bennett Field.

"Bonds issued for municipal air terminal purposes", shall mean bonds, notes, securities or other obligations or evidences of indebtedness of the Port Authority (including refunding issues) issued by it to provide funds for the effectuation, establishment, construction, rehabilitation, improvement, maintenance or operation of the municipal air terminals, and for purposes incidental thereto, including without limiting the generality hereof, the acquisition of such contiguous premises, the acquisition of air space for approach zones, transition zones and turning zones, and

the establishment, maintenance and operation of beacons or other aids to avigation at sites removed from such air terminals. The proceeds of such bonds shall be used solely for such purposes.

"Approach zones", "transition zones", and "turning zones" shall mean approach zones, transition zones and turning zones (for aircraft at runways at air terminals) having the dimensions and other characteristics shown on Drawing No. 672, dated September 1, 1946, of the Office of Airports of the Civil Aeronautics Administration of the United States Department of Commerce, a copy of which is annexed hereto.

"Gross operating revenue", shall mean gross operating revenues of the Port Authority from the municipal air terminals from whatever source derived.

"Net operating revenue" shall mean the amount remaining after deducting the following items from the gross operating revenue:

(a) The expense of the Port Authority directly attributable to the operation and maintenance of the municipal air terminals (other than the rent payable to the City by the Port Authority for the demised premises and general administrative expenses.) No deduction, allowance, or provision for depreciation is to be included in the expenses of operation and maintenance.

(b) Ten per cent of such operating and maintenance expense for administration.

(c) Interest at the coupon or stated rate upon outstanding Port Authority bonds issued for municipal air terminal purposes.

(d) Amounts required to be paid into sinking funds annually for the redemption of sinking fund bonds issued for municipal air terminal purposes.

(e) Amount required for serial maturities of bonds issued for municipal air terminal purposes.

(f) Amortization (upon a twenty year basis) of Port Authority funds, but not interest, (other than bond proceeds or federal or state grants) expended upon capital improvements at the municipal air terminals.

"Annual net revenue" shall mean net operating revenue computed upon a calendar year basis.

"Plane movement" shall mean either the landing or the taking off of an aircraft, and the landing and taking off of an aircraft shall be deemed to constitute two plane movements.

2. Lease of Demised Premises

The City hereby demises and leases to the Port Authority, and the Port Authority does hereby take and hire from the City for air terminal purposes and for purposes incidental thereto the following property: (a) the lands shown in green on Map I, Map II and subject to the provisions of section 29 hereof, Map III annexed hereto, excepting therefrom, however, the parcels designated on said Map II as 5, 6, and 7, possession of which parcels shall be given to the Port Authority upon vesting of title thereto in the City, but the failure to give such possession prior to the vesting of title shall in no way affect the rental to be paid hereunder as hereinafter provided; (b) the buildings, structures and other improvements thereon; (c) all items of personal property now owned by the City and listed in the Schedule "C" hereto annexed; (d) such other parcels of property, easements and interests in land as are listed in Schedule "A" hereto annexed; (e) additional and after acquired property as well as improvements thereon and equipment used exclusively in connection with the operation of the municipal air terminals and purchased or acquired for municipal air terminal purposes; all of which the Port Authority shall have and hold for and during the term hereinafter specified.

The City hereby consents to the use of the demised premises for the purposes herein stated.

If within ten (10) years from the date of this agreement the construction of Nassau Expressway has been authorized and actually started, the Port Authority hereby consents to the reduction of the demised premises to the extent of all or any part of the strip shown on Map II and marked "future Nassau Expressway" without any reduction of rent, subject however, to the provision that the northerly boundary of the municipal air terminal shown on Map II shall run along Nassau Expressway and that access between the Expressway and the demised premises shall be provided at at least two points along the same and that a traffic interchange shall also be provided at a third point along the same.

3. Term

The term for which the demised premises are leased shall commence on the first day of June, 1947, subject to the provisions hereafter set forth in section 12, and shall expire on the day when all of the bonds issued by the Port Authority for municipal air terminal purposes shall have been paid; provided, that for the purpose of determining the date of the expiration of said term, matured bonds not presented for payment at the date of maturity and called bonds not presented for payment at the date set for redemption, shall be considered as paid.

6

The Port Authority shall not issue any bonds for Municipal Air Terminal purposes maturing later than May 31, 1997 and any bonds so issued and maturing subsequent to May 31, 1997 shall not be taken into consideration in determining the date of the expiration of said term.

Upon the expiration or sooner termination of said term the Port Authority covenants and agrees that it will give up, surrender and deliver to the City the demised premises together with all buildings, structures and improvements thereon, as well as all personal property, furniture, fixtures and other equipment contained therein and used exclusively in connection with the operation of the municipal air terminals, the intent being that when the demised premises are returned to the City such premises shall be in good condition as operating airports, depreciation, obsolescence, ordinary wear and tear excepted, all of which shall be free and clear of any and all liens, debts or encumbrances of whatsoever kind, nature and description.

4. Rent

The Port Authority shall pay to the City as rent for the demised premises for each calendar year, either (a) a minimum annual rent which, for the period from June 1, 1947 to December 31, 1956, shall be at the rate of $350,000 per year and which for the balance of the term for which the demised premises are leased shall be at the rate of $450,000 per year, or (b) in the alternate, but only under the circumstances hereinafter specified, a percentage of the net revenue of the municipal air terminals.

If the net operating revenue of the municipal air terminals for a period from June 1, 1947 through the last day of any calendar year, less the aggregate rent for the period, shall exceed five per cent (5%) of the total of the following two amounts, to wit:

(1) the principal amount of all Port Authority bonds issued for municipal air terminal purposes (except for hangars, shops and related facilities [other than general purpose hangars, shops and related facilities] and gasoline distribution systems and related facilities) and outstanding on the last day of such calendar year, less the assets of any sinking fund established for the redemption of sinking fund bonds issued for municipal air terminal purposes, and

(2) the aggregate amount of interest payable on such bonds at their coupon or stated rate from the last day of such calendar year to the date of their

7

maturity, less interest on such sinking fund assets for the same period at the same rate,

then the rent to be paid by the Port Authority for the succeeding calendar year, shall be either the minimum rent hereinbefore specified or seventy-five per cent (75%) of the annual net revenue for such succeeding calendar year (whichever is greater).

For the purpose of computing rents, revenues and expenses, any revenues received or derived by the Port Authority from properties contiguous to the demised premises, and used by it for air terminal purposes, and any expenses incurred by it in the operation and maintenance of such contiguous properties, and any income derived or expenses incurred in connection with beacons, guides or other aids to avigation acquired, owned or operated by it at sites away from the municipal air terminals, shall be deemed to be revenues and expense of the municipal air terminals.

The rent to be paid by the Port Authority for each year shall be due and payable to the City on or before January 31 of the following year.

No breach of any covenant, term or condition in this agreement shall excuse the Port Authority from the prompt payment of the rent herein reserved.

5. Repairs

The Port Authority shall take good care of the demised premises together with all improvements, fixtures and personal property therein, whether now on the premises or hereafter added, and shall make all necessary repairs, inside and outside, structural or otherwise, so as to maintain and preserve them in good order and condition and keep the demised premises as operating airports in good condition, ordinary wear and tear excepted.

6. Personal Property

The Port Authority shall have the right to use all of the equipment and personal property located at the demised premises and listed in Schedule C hereto annexed, and any and all equipment and personal property acquired or intended for installation or use at the demised premises whether contained therein or stored elsewhere.

It Is Understood And Agreed that such personal property is expendable and the Port Authority shall have no obligation to replace the same and any such personal

property which may become worn out or obsolete may be disposed of by the Port Authority in its discretion.

The Port Authority shall, however, replace such equipment as may be required to keep the demised premises operating as going airports. All equipment used exclusively in connection with the operation of the demised premises as municipal air terminals and purchased or acquired for municipal air terminal purposes shall be turned over and become the property of the City upon the termination of this agreement.

7. Assignment and Mortgages

The Port Authority shall not assign, mortgage, pledge, hypothecate, or encumber this agreement or any part thereof or sublet the demised premises or one or more of the municipal air terminals in its or their entirety. In the event this lease is assigned, pledged, mortgaged, hypothecated, or encumbered in any way, or sublet in violation of the provisions hereof, the City, in addition to any other remedies it may have, may collect rent from any assignee of the premises or any undertenant or occupant thereof, and apply the net rent collected to the rent reserved herein; but no such assignment, occupancy, or collection shall be deemed a waiver of this covenant or the acceptance of the assignee or subtenant as a tenant or a release of the Port Authority from the further performance by it of the covenants on its part to be performed.

The Port Authority may sublet or sublease parts of the demised premises for the purposes set forth in Section 2 hereof and enter into other agreements with third persons for the use thereof for such purpose. This consent shall not, however, include the right to sublet the entire demised premises or to sublet one or more of the municipal air terminals in its entirety.

Nothing in this section contained shall prevent the Port Authority from pledging, in whole or in part, the revenues of the municipal air terminals other than the rent payable to the City, as security for the payment of bonds issued for municipal air terminal purposes and for the fulfillment of other obligations assumed by it, to or for the benefit of the holders of such bonds, or from making such bonds a lien or charge upon such revenues.

8. Accounts

The Port Authority shall keep separate books, records and accounts in regard to the financing, refinancing, construction, operation, and maintenance of the demised

9

premises, and the Comptroller of the City of New York and his designated representatives shall have the right to inspect such books, records, and accounts during regular business hours. The Port Authority shall deliver to the Comptroller of the City on or before the 31st day of January of each and every year of the term hereof a complete report and accounts in regard to the financing, refinancing, construction, operation and maintenance of the demised premises and shall also furnish a copy of any audit report made by the internal auditors of the Port Authority or by independent accountants relating to the municipal air terminals or the demised premises.

9. Financing and Development of Air Terminals

The Port Authority shall be obligated to provide from the proceeds of the sale of its bonds or other available funds, such amounts as may be necessary to rehabilitate, expand, improve and develop the municipal air terminals, up to the sum of $198,500,000 in the aggregate, including cost of hangars, (the intent hereof being that the Port Authority shall not be obligated to make capital expenditures in the three municipal air terminals aggregating in excess of that amount) but the Port Authority shall have the right in its discretion to issue bonds and to make expenditures in excess of that amount for air terminal purposes in connection with the municipal air terminals.

None of the bonds issued by the Port Authority shall be a lien or charge upon the demised premises.

Subject to the foregoing, the Port Authority shall rehabilitate, expand, improve, and develop the municipal air terminals as first-class modern air terminals. To this end it shall do, among other things, the following in accordance with modern engineering procedure:

(a) Restore and retain at proper elevation the eastern portion of LaGuardia Airport.

(b) Extend and improve a runway or runways at LaGuardia Airport to the extent necessary to keep the field in operation during the restoration of the eastern portion thereof.

(c) Construct a new and enlarged terminal building and terminal area for LaGuardia Airport.

(d) Develop Idlewild Airport as a multiple runway field with a capacity of 1,000 plane movements per day, and provide thereat such new runway or runways as may be desirable for instrument operations.

(e) Construct such building or buildings at Idlewild Airport as may be necessary for international and domestic terminals and for office space.

(f) Provide other necessary facilities for the accommodation of aircraft and for the loading, unloading, transfer, and interchange of passengers and cargo and for the use and convenience of operators and passengers.

Prior to June 1, 1954, the Port Authority shall expend a minimum of $100,000,000 (based on March 1947 construction costs) for the foregoing purposes and for other air terminal construction purposes at or in connection with the municipal air terminals, exclusive of the construction of hangars, shops and related facilities (other than general purpose hangars, shops and related facilities) and the gasoline distribution systems and related facilities.

To determine whether the Port Authority has complied with this provision, the amount of its expenditures for said purposes shall be converted to a March 1947 basis, using the yearly average Engineering News Record Construction Cost Index. This conversion shall be made at the end of each calendar year by applying the aforesaid yearly index to the total amount of such expenditures during that year.

Title to all buildings, structures, and additions made or added to the demised premises by the Port Authority or any of its subtenants shall vest in the City immediately upon annexation, except where leases, permits, licenses or other agreements provide that title thereto shall remain in lessees, permittees or other third persons.

Bonds issued by the Port Authority for municipal air terminal purposes shall not be an obligation of the City, and the Port Authority shall have no power to pledge the credit of the City in any way whatsoever.

10. Competitive Facilities

During the term for which the demised premises are leased, The City shall not, except as hereinafter provided, promote, finance, establish, construct, operate, or maintain any competitive airplane runways, landing areas, or other facilities for the landing or taking-off of aircraft, without the consent of the Port Authority, and shall not authorize any other person so to do, without such consent. Airplane runways, landing areas, or other facilities designed or used for the landing or taking off of aircraft shall be deemed to be competitive with the municipal air terminals if they are designed or used for the accommodation of any aircraft operated by common or contract carriers on scheduled or non-scheduled flights carrying passen-

gers, mail, or cargo who or which are moving between a point within the Port of New York District and a point without the Port of New York District; or if they are designed or used for the accommodation of other aircraft having an allowable gross weight at take-off under existing or future Federal regulations in excess of 10,000 pounds. This prohibition shall not apply to the existing seaplane bases at the foot of 23d Street and the foot of Wall Street, Borough of Manhattan, until January 1, 1950; and shall not apply to other privately owned or operated airplane runways, landing areas, seaplane bases, or other facilities for the landing or taking off of aircraft, already existing under permits heretofore granted by the City, provided the capacity and type of use of such privately owned or operated facilities are not substantially increased or changed.

The provisions hereof shall in no way affect the right of the City to have power of regulation over airports, airplane landing sites, and seaplane bases in the Port of New York or in the City, which are privately owned or operated; nor the right to regulate such further local facilities, particularly helicopter landing sites and seaplane bases, as may be required in the public interest.

During the term for which the demised premises are leased the Port Authority shall not promote, finance, establish, construct, operate or maintain within the limits of the City any airplane runways, landing areas, or other facilities for the landing or taking off of aircraft without the consent of the City except at the municipal air terminals. Nothing herein contained, however, shall prevent the Port Authority from promoting, financing, establishing, constructing, operating or maintaining airplane runways, landing areas, or other facilities for the landing or taking off of aircraft at any point or points outside of the limits of the City.

11. Garbage Removal, Snow Removal, Police and Fire Protection

(a) The Port Authority shall collect garbage and refuse at each of the municipal air terminals and deposit the same at central deposit points within each of such air terminals as may be agreed upon between the parties. The City shall collect and remove the garbage and refuse from such central deposit points.

(b) The City shall not be responsible for removal of snow and ice from the demised premises. The Port Authority shall not place such snow and ice upon any of the public streets or highways of the City.

(c) The Port Authority will provide police for patrolling, for guarding and for traffic control in the demised premises, and equipment and personnel for aircraft crash and rescue work. The City will have no responsibility for maintaining fire

or police personnel in the demised premises. The City agrees that its Police Department will respond to calls from the Port Authority in the event of the commission of crime, rioting, disasters and other emergencies in the demised premises, and that its Fire Department will respond to calls to put out structural fires and handle emergencies.

12. Operating Contracts

The lease of the demised premises is subject to the leases, permits, contracts, and agreements listed on Schedule B annexed hereto; and the City hereby assigns and transfers to the Port Authority, as of June 1, 1947, all its right, title, and interest in and to said leases, permits, contracts, and agreements, together with any and all deposits and rents prepaid thereunder, and the Port Authority hereby assumes the obligations of the City thereunder not including, however, any claims arising prior to June 1, 1947, except as hereinafter provided. The City shall pay over to the Port Authority all such deposits and prepaid rents under or in connection with said leases, permits, contracts, and agreements ten days after the commencement of the term of this lease, except as hereinafter provided on Schedule E.

This assignment includes any and all rights or causes of action now existing in favor of the City against any person or persons, firm or corporation arising out of any of the leases, permits, contracts, and agreements hereby assigned. All collections arising out of the causes of action so assigned shall be and become revenues of the municipal air terminals.

The Port Authority shall be responsible for and shall indemnify the City and hold it harmless from all claims arising out of or in respect to all leases, permits, licenses, contracts and agreements listed on Schedule B where such claims arise on or after June 1, 1947. The City, however, shall be responsible for and shall indemnify the Port Authority for and hold it harmless from any claims arising out of acts done or omitted to be done by the City in respect to any contracts, leases, licenses or permits relating to the demised premises not referred to in Schedule E, prior to June 1, 1947.

This agreement is dependent upon the delivery to the Comptroller of the City, on or before May 31, 1947, of consents and releases in substantially the form annexed hereto and marked Schedule F, duly executed by the persons, firms or corporations listed on Schedule E, consenting to the assignment of the leases or agreements between such persons, firms or corporations and the City and releasing the City from any and all claims arising out of such leases or agreements. Such con-

13

sents and releases shall be subject to the approval of the City and of the Port Authority as to form, substance and manner of execution, which approval may be given by the Port Authority through its Chairman, Vice Chairman or Executive Director and of the City by its Corporation Counsel. If by the date hereinbefore specified, all of such consents and releases have not been delivered as aforesaid, then in that event this agreement shall be of no force or effect whatsoever and as though it were never entered into and the term herein provided for shall not begin; provided, that if any such consent and release approved as aforesaid shall thereafter prove to be invalidly executed, then this lease shall nevertheless be in full force and effect but the Port Authority shall indemnify the City against any claims by the person, firm or corporation on behalf of whom such release and consent purported to be signed arising out of the transactions recited in such release and consent.

Rentals, fees, and other payments due and prepaid under said leases, permits, contracts, and agreements shall be apportioned, allowed, and adjusted between the City and the Port Authority as of June 1, 1947.

In the event any rents, fees or other payments become due on or prior to June 1, 1947 and shall not have been paid to the City, then the Port Authority is authorized to collect the same on behalf of the City, and upon such collection, the amounts so collected shall be adjusted and the sums due shall be paid over to the City by the Port Authority.

The City agrees not to enter into any extension or renewal of any of such leases, permits, contracts and agreements, or to enter into any new leases, permits, contracts or agreements authorizing any use of the demised premises by any third person, except such as will by their terms terminate on July 31, 1947.

13. Sewer and Other Rights Reserved to the City

The parties recognize that there are presently located in the demised premises sewers, water mains, sludge lines, a sludge dock and a sludge tank, power lines, telephone and signal lines, the right to the maintenance of which is reserved in the City. For that purpose, the City and its duly designated officials and employees shall have the right at all times to enter upon the demised premises with men, equipment, trucks and vehicles for the purpose of making repairs, replacements, extensions and relocations as shall be necessary in the opinion of the City.

In the event the extension of any such sewers shall become necessary by reason of fill to be placed by the Port Authority, then and in that event such sewers shall be extended by the Port Authority at its own cost and expense in accordance with plans

14

and specifications approved by the President of the Borough where such facilities are located and the Chief Engineer of the Board of Estimate of the City and under the supervision of such officials.

In the event the City determines that it is necessary to relocate or except as above provided to extend any sewer, water main, or other facility owned and controlled by it within the demised premises, then the same shall be relocated or extended at the cost of the City, and at a place agreed upon between the City and the Port Authority. In the event, however, it becomes necessary to relocate any sewer, water main or other facility located within the demised premises belonging to the City because of any construction, fill or excavation, done or to be done by the Port Authority such relocation shall be done at the sole cost and expense of the Port Authority and upon plans and specifications approved by the President of the borough where such facilities are located, and the Chief Engineer of the Board of Estimate of The City of New York, and under the supervision of such officials.

The City further reserves the right to use Thurston Basin and Bergen Basin within the demised premises and shown on Map II as outlets for storm sewers, and the further right to use Bergen Basin as a means of access by tugs, tug-boats, barges and other water craft between Jamaica Bay and the sludge dock and tank located on the west side thereof. The City shall perform any dredging work necessary to maintain Thurston and Bergen Basins in condition for such purposes. The Port Authority shall have the right to bulkhead the sides of the basins and dredge Thurston and Bergen Basins for navigation purposes if it so desires to do, and to use or permit their use for such purposes, but the City shall have no obligation to dredge or maintain them for those purposes.

The lease of the demised premises is subject to any existing easements or rights of gas, electric and other public utility companies to maintain facilities therein.

The Port Authority shall not construct or demolish any building or structure or make any excavation which will in any way interfere with or affect the usefulness of any City-owned sewer, watermain or similar facility located within the demised premises and serving areas or property without the demised premises, without the consent of the President of the Borough or Boroughs within which such area or land outside of the demised premises is located and of the Chief Engineer of the Board of Estimate of the City.

14. WATER SERVICE

The City shall provide and maintain all water supply lines up to the perimeter of the demised premises necessary to serve the municipal air terminals. The

5

Port Authority shall at its own expense, install and maintain such meter or meters as may be decided by the Department of Water Supply, Gas and Electricity as best suited for determining the amount of water consumed or used within such municipal air terminals, other than those for which provision is made in the contracts referred to in section 28 hereof which are to be completed by the City, and the Port Authority shall pay the City for all water so consumed at the City's established rates.

15. INSURANCE

The Port Authority hereby undertakes and agrees to indemnify and save the City harmless from any claims, causes of action or judgments, by reason of personal injuries sustained by any person or persons, including death, in the demised premises and for any claims for damages to property, and agrees to procure at its own expense insurance in companies permitted to do business in the State of New York, such liability insurance as will protect the City from any such claims, suits, demands or judgments which may arise from the operation, control or occupancy of the demised premises. Such liability insurance shall provide limits of at least $1,000,000 for property damage and limits of at least $200,000 for one person and $2,000,000 for more than one person injured or killed in any one occurrence.

The Port Authority further agrees to procure fire insurance with extended coverage endorsement on all buildings, structures, equipment and fixtures in or upon the demised premises used in connection with the operation of the municipal air terminals. Such policy shall cover the property to the extent of 80% of the value thereof, and cover the interests of both the City and the Port Authority. All policies shall provide that loss, if any, shall be payable to the Port Authority which shall hold the proceeds of all such insurance in a trust fund for the purpose of repairing or reconstructing any of the buildings, structures, equipment or fixtures damaged or destroyed by reason of any of the risks insured against by such policies or for the purpose of making other capital improvements to the municipal air terminals. In the event the proceeds of such insurance exceeds the cost of any such repair or reconstruction, or of the making of such capital improvements, such excess shall be paid to the City. If the Port Authority shall not commence such repairs, reconstruction or other capital improvement within one year from the date of receipt of the proceeds of such insurance, the same shall be paid over to the City. In the event such proceeds shall be insufficient, then the Port Authority shall make such repairs, replacement or reconstruction with other than operating funds.

Notwithstanding the foregoing provision of this section, in any case where an improvement on the demised premises is destroyed (the original cost of which was

16

to be amortized by rental payments from a tenant or lessee of the Port Authority) and is not replaced, the proceeds of so much of the insurance covering such improvement, together with any amounts set aside for the payment of bonds issued for municipal air terminal purposes attributable to such improvement, shall be applied to the payment of any such bonds then outstanding and interest thereon, and the remainder, if any, shall be paid to the City.

If any such bonds shall not be then redeemable, then the sums so paid to the Port Authority as herein provided, together with any amounts set aside for the payment of such bonds shall be held by the Port Authority in a special fund.

If, after the payment or redemption of all such bonds with interest, there shall remain any balance in such special fund, including any appreciation thereon, the Port Authority shall pay such balance to the City. The Port Authority shall not be liable to the City for any loss to such special fund by reason of the investment thereof, provided that such funds shall only be invested in bonds of the United States, the State of New York, the State of New Jersey, the City of New York, or bonds issued by the Port Authority for municipal air terminal purposes.

All policies or certificates thereof providing all of the aforesaid insurance, shall be delivered to the Comptroller of the City and the premiums fully paid by the Port Authority.

Subject to the foregoing, the City hereby assigns and transfers to the Port Authority as of June 1, 1947, all of its right, title and interest in and to any insurance covering the City which has been furnished to it under the aforesaid leases, permits, contracts and agreements, which policies of insurance shall be delivered by the City to the Port Authority on or before July 15, 1947.

16. Relocation of Tenants

There are presently existing within the demised premises shown on Map II various buildings occupied by residential tenants. Notwithstanding any other provision of this agreement the City shall continue to collect for its own account rent from such tenants so long as they remain in possession of the premises. The City shall when requested by the Port Authority take steps to remove or relocate all such tenants and may at its option remove all such residential buildings now on the demised premises. In the event of the removal or relocation of such buildings by the City, the City shall receive and retain the proceeds of the sale of any such building or buildings or any of the fixtures therein contained. Upon the removal of all such tenants, the Port Authority shall pay to the City $45,000. as its share of the cost of removing or relocating the aforesaid tenants or property.

17

17. LEGISLATION

The Port Authority agrees that prior to January 31, 1948, it will recommend to the Governors and Legislatures of the States of New York and New Jersey, the adoption of legislation in the form set forth in Schedule D annexed hereto.

The Port Authority agrees that it will cooperate with the City in obtaining certificates of legislative intent to urge the enactment of such legislation from the majority and minority leaders of the Senate and Assembly of the States of New York and New Jersey.

18. FEDERAL AID

The City agrees to cooperate with the Port Authority, if so requested by the Port Authority, in making any necessary applications for and in securing any and all federal aid which may be obtainable for the municipal air terminals under any applicable federal laws.

19. ACQUISITION OF LANDS BY THE CITY

Condemnation proceedings have been initiated by the City to acquire the parcels numbered 1, 2, 3 and 4 on Map II, and title thereto has been already vested in the City, but the amounts to be paid to the prior owners as compensation therefor have not as yet been paid by the City. The City does not as yet have title to the Parcels Nos. 5, 6 and 7 on Map II, but it agrees to acquire by condemnation Parcel No. 5 on or before January 1, 1949, and to acquire by condemnation Parcels Nos. 6 and 7 on or before January 1, 1951. Upon the vesting of title thereto in the City, said Parcel Nos. 5, 6 and 7 shall become a part of the demised premises and shall be subject to all the terms and conditions of this Agreement.

As payments are made by the City to the prior owners, the Port Authority shall reimburse the City for the purchase price or awards and interest paid by it to such owners for the acquisition of said Parcels Nos. 1 to 7 inclusive, up to but not exceeding $4,000,000 in the aggregate on account of all seven parcels.

20. PHYSICAL CHANGES

Except as herein expressly provided in this Agreement, the Port Authority shall have the right to alter, change, remove, relocate or demolish any building, structure or improvement on the demised premises, to place fill upon or excavate the demised premises, to erect structures and improvements thereon or therein, and to make other physical changes thereon or therein.

18

21. Policy in Regard to City Ordinances and Regulations

In the rehabilitation, improvement, operation and maintenance of the municipal air terminals, the Port Authority will as a matter of policy, conform to the enactments, ordinances, resolutions and regulations of the City 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, without interfering with, impairing or affecting the efficiency and economy of its air terminal operations, or its ability to operate the municipal air terminals upon a self-supporting basis, or its obligations, duties and responsibility to the two states, its bondholders and the general public, but the decision of the Port Authority as to whether it is practicable so to do shall be controlling. To that end, the Port Authority shall submit copies of the plans and specifications for buildings and structures to the appropriate City officials, and shall consult with them with respect thereto, and shall receive their comments and suggestions thereon.

22. Additional Lands and Interests Therein

The Port Authority shall immediately upon acquisition of any lands and improvements thereon or rights, easements or interests therein for use in extension of the municipal air terminals, or for use in maintaining airplane beacons, guides or other aids to avigation, convey the same to the City without consideration, and such property shall become part of the demised premises.

23. Condemnation or Acquisition by Others

In the event the demised premises or any part thereof, or the right and interest of the Port Authority hereunder in or to the demised premises or any part thereof shall be condemned, taken, or acquired by a body having superior power of eminent domain, then the compensation or award therefor shall be payable in accordance with the following provisions:

I. Out of said compensation or award there shall be paid to the Port Authority an amount equal to the sum of the following:

A. The amount required to redeem the Port Authority bonds, issued for municipal air terminal purposes and outstanding at the time title vests in the condemning power at the earliest dates after such decree or judgment when they

19

may be called for redemption, or, if any such bonds are not subject to call, then the amount required to redeem them at their maturity; less the following three items:

(1) The assets of any sinking fund established for the redemption of sinking fund bonds issued for municipal air terminal purposes including interest thereon; and

(2) The proceeds remaining unexpended from the sale of any and all bonds issued for municipal air terminal purposes;

(3) Any cash set aside for redemption of bonds issued for municipal air terminal purposes.

B. The interest on such bonds from the last interest payment date prior to the vesting of title in the condemning power up to the date of such call or maturity, and

C. The call premium, if any; and

D. Any unamortized Port Authority funds other than bond proceeds or federal or state grants, expended for capital improvements at the municipal air terminals.

II. The balance, if any, of such compensation or award shall be paid to the City.

The amount paid to the Port Authority as provided for in this article shall, together with any funds remaining unexpended for municipal air terminal purposes from the proceeds of such bonds, be set aside in a special fund. If, after the payment or redemption of all of said bonds with interest and after the deduction of unamortized Port Authority funds as aforesaid, there shall remain any balance in said special fund, including income and appreciation thereon, the Port Authority shall pay such balance to the City. The Port Authority shall not be liable to the City for any loss to said special fund by reason of the investment thereof provided that said funds are invested in bonds of the United States, the State of New York, the State of New Jersey, the City of New York or bonds issued by the Port Authority for municipal air terminal purposes.

If the whole of said demised premises or the right and interest of the Port Authority in or to the same shall be condemned, taken or acquired, as aforesaid, then no further rental shall be payable hereunder. If only a part of the said de-

20

mised premises or of the right and interest of the Port Authority in or to the same shall be so condemned, taken or acquired, and the part so condemned, taken or acquired is so substantial as to make it impractical to proceed with the operation of the demised premises for air terminal purposes, then, and in such event, no further rental shall be payable hereunder; provided however that possession of the demised premises remaining shall be promptly surrendered to the City as if the term hereof shall have come to an end. If, however, only a part of said demised premises or of the right and interest of the Port Authority in or to the same shall be so condemned, taken or acquired, and the part remaining is sufficient to conduct the operation thereof for air terminal purposes, then, and in such event, the obligations of the Port Authority under the provisions of this agreement relating to rent as well as under the several other articles of this agreement, shall continue and remain unaffected by such condemnation, taking or acquisition. The minimum rental, however, shall thereafter be apportioned, but such apportionment, in any event, shall be made only with respect to any subsequent year or years during which no more than the minimum rental shall be due the City under this agreement.

24. Approach Zones, Transition Zones and Turning Zones

During the term for which the demised premises are leased, the City shall not erect or permit the erection of any obstructions or hazards to avigation upon or above City streets or other property belonging to the City which will project into the approach zones, transition zones or turning zones of any now existing or future runways at the municipal air terminals as such runways may then exist. If it becomes necessary or desirable to remove in whole or in part any such obstructions or hazards now existing upon City-owned property and projecting into the approach zones, transition zones or turning zones of such runways as they now exist (or to remove in whole or in part any such obstructions or hazards existing on such City-owned property or projecting into the approach zones, transition zones or turning zones of any future runway or any extension of any existing runway) it shall be done only with the consent of the City and at the cost of the Port Authority.

25. Area "A" Adjacent to LaGuardia Airport

The Port Authority intends to acquire and convey to the City either title to or the right to use and occupy the property within the area marked "Area A" upon Map No. I, at the sole expense of the Port Authority, and to use and occupy the same as an extension of and in connection with LaGuardia Airport, and such property, when acquired and conveyed to the City, shall be deemed part of the demised

2/

premises. If the City now owns any of the real estate within said area the same shall be and shall be deemed to be part of the demised premises. All property referred to in this section shall be subject to all the terms and conditions of this agreement, as though the same were shown in green upon said Map I.

The City hereby consents to the reduction of the first year's rent to be paid to it hereunder by the Port Authority of the sum of $43,750., representing the amount due for taxes and interest on property to be acquired as aforesaid in Area "A".

26. City Streets Within Demised Premises

The City agrees to close such streets within the demised premises as may be requested by the Port Authority and in the event of such closing the Port Authority does remise, release and forever discharge the City and its successors of and from any and all claim or claims and cause or causes of action which the Port Authority may hereafter have or which it or its successors may have against the City by reason of the closing and discontinuance of any such streets.

The Port Authority further agrees that in the event of the closing of any of the streets within the area marked Area "A" on Map I, to save the City harmless from any and all claims of any other parties for damage by reason of the closing and discontinuance of any such streets.

27. Van Wyck Expressway

The City agrees to use its best efforts to advance the completion, on or before October 1, 1948, of Van Wyck expressway from Queens Boulevard to Idlewild Airport, including the connections with Southern Parkway, without cost to the Port Authority, and to permit free access between said Expressway and Idlewild Airport. The Port Authority hereby consents to the reduction of the demised premises to the extent of all or any part of the area shown on Map II and marked 'C' for the construction of the traffic interchange between Van Wyck Expressway and Southern Parkway, without reduction in rent.

28. City Construction Contracts

The City shall not hereafter enter into any contracts for the performance of any engineering, design or construction work for the purchase of materials and equipment, or for the making of any improvements or physical changes at, in or in connection with the demised premises. On or before June 5, 1947, the City Comptroller

22

shall furnish to the Port Authority a list of all uncompleted contracts for the performance of any engineering, design or construction work or for the purchase of material and equipment entered into by the City and registered with him, prior to June 1, 1947, together with copies thereof. The City shall complete or cause to be completed at its own expense as promptly as reasonably practicable all such work to be performed under such contracts heretofore entered into by the City and heretofore registered with the City Comptroller, provided that the City shall promptly cancel and terminate, at its own expense, any such contract or contracts the cancellation of which is requested by the Port Authority not later than September 1, 1947. The City shall not, without the consent of the Port Authority, change or modify any such contract or the work to be performed thereunder or the requirements relating thereto. If so requested by the Port Authority, however (and subject to the consent of the contractor, if such consent be necessary), the City shall modify any such contract or contracts or the work to be performed thereunder or the requirements relating thereto, and if such modification shall result in additional cost to the City, the Port Authority shall pay the City therefor.

The City shall require all contractors performing work under said contracts, and all their subcontractors, agents, employees and representatives, to work in cooperation with the Port Authority, its contractors, subcontractors, agents, employees and representatives.

The Port Authority assumes the cost of the contracts theretofore entered into by the City and shown on the annexed Schedule H, pursuant to the authorization contained in Line No. 182 (D168), Line No. 185 (Project No. D2) and Line No. 193 (Project No. D203), of the 1947 New York City Capital Budget, provided that in no event shall such cost so assumed by the Port Authority be greater than $3,500,000. In the event any part of said sum has already been paid by the City, then the Port Authority agrees to reimburse the City for all such payments. It is understood that the City will cancel and terminate any of such contracts if so requested to do by the Port Authority, but in such event the Port Authority shall be responsible for any claims made against the City by reason of such cancellation and agrees to reimburse the City therefor.

The City agrees to make available to the Port Authority all contracts and other data in connection with the construction of any of the municipal air terminals.

29. Floyd Bennett Field

The City and the Port Authority covenant and agree to apply to the Federal Government for a consent to the use of Floyd Bennett Field by the Port Authority

3

under the existing permit to the City or upon similar terms, and for a deed or a lease in the name of the City for Floyd Bennett Field. The terms of any purchase agreement or lease for Floyd Bennett Field and the decision whether to proceed with such purchase or lease shall require the approval of both the City and the Port Authority. The Port Authority agrees to pay the purchase price for a deed or the rent under a lease.

The Port Authority agrees to spend $1,500,000, which sum includes the amounts due or to be due under the contracts set forth in Schedule H, and which sum is part of the $100,000,000 to which reference is made in Section 9 hereof, to rehabilitate, improve, and develop such Field, such improvements to begin promptly upon the obtaining of the aforesaid consent from the Federal Government for the use of Floyd Bennett Field by the Port Authority. In the event of the purchase of Floyd Bennett Field, or in the event of a lease, then the Port Authority shall expend such additional sum or sums as may be necessary for the rehabilitation, expansion, and development of Floyd Bennett Field as a modern municipal air terminal.

Upon the obtaining of the aforesaid consent, and for any and all renewals thereof, the Port Authority agrees to operate Floyd Bennett Field as an airport in accordance therewith. The operation of Floyd Bennett Field by the Port Authority shall not continue beyond the term of this agreement. If for any reason, the occupancy by the Port Authority of Floyd Bennett Field is prevented, interrupted or terminated, such circumstance shall not result in any diminution of the rent assumed hereunder by the Port Authority and payable to the City.

The Port Authority will supply to the City at Floyd Bennett Field, so long as such air terminal is operated by the Port Authority, free hangar space for the accommodation of up to three City-owned Police Department aircraft of substantially the same size as those presently used by the Police Department. The Port Authority further agrees that no fees for the landing and taking off of such Police Department aircraft shall be charged against the City.

30. Transfer of Civil Service Employees

The Port Authority agrees to employ all civil service employees now employed by the City directly or indirectly in connection with the municipal air terminals, being the employees listed on Schedule I annexed hereto, at rates of pay not less than they now receive from the City, provided such employees desire to accept such employment, and provided further that they shall be subject to any and all rules, regulations, and employment policies of the Port Authority now or hereafter adopted with respect to matters affecting personnel and employment.

31. Inspection

The City through its properly designated officials and employees in the performance of their official duties shall at all times have the right of free access to all portions of the demised premises.

32. Covenant of Quiet Enjoyment

The City agrees that the Port Authority on paying the rent herein reserved promptly when due and on performing all of the other terms, covenants and conditions set forth in this agreement promptly as required, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term hereinbefore specified unless such term shall cease, close or expire sooner.

33. Rights and Remedies

The Port Authority agrees that the City shall have all the rights and remedies for which provision is now made by law or which may hereafter be made by law to the extent set forth in Schedule D, regardless of when such legislation may be enacted.

34. Closing of Service Road

The City shall take steps to close and discontinue the portion of the service road of Grand Central Parkway shown in yellow on Map I. When said portion of the service road of Grand Central Parkway is closed and discontinued, the same shall become part of the demised premises.

35. Section Headings

The section headings are for reference purposes only and shall not be deemed descriptive of the sections.

36. Notice

All notices required to be sent by either party to the other shall be in writing and shall be forwarded by registered mail, addressed as follows:

To the Port Authority.
Executive Director of the Port Authority
(or his successor in duties)
111 Eighth Avenue,
New York City.

25

To the City.

Comptroller of the City of New York,
Municipal Building,
New York City.

All communications shall be forwarded to the above addresses until notice in writing of change of address is forwarded by either party to the other by registered mail.

37. MISCELLANEOUS

Except as herein otherwise provided, the Port Authority shall have full power and discretion to proceed with the financing, rehabilitation, expansion, improvement, development, operation and maintenance of the municipal air terminals, and to enter into such contracts, agreements, subleases or other arrangements with respect thereto as it may deem necessary and desirable, and all matters connected therewith, including but not limited to, all details of financing, construction, leasing, charges, rates, tolls, contracts, and operation shall be within the sole discretion of the Port Authority; and the decisions of the Port Authority in connection with any and all matters concerning the municipal air terminals shall be controlling, provided that all such things shall be done by the Port Authority in its own name and on its own credit.

38. CHARGES AGAINST OPERATIONS

Where under or pursuant to or because of this Agreement the Port Authority has agreed to do any act or thing at its own cost or expense or without cost to the City or to assume any liability or to make any payment, such provision shall not be construed to prevent the Port Authority from charging such expenditures against operating revenues, in the event that they are expenses directly attributable to the operation and maintenance of the municipal air terminals within the meaning of "Net Operating Revenue" as defined in Section 1 hereof, or from charging them against the proceeds of bonds issued for municipal air terminal purposes in the event that they are proper capital charges for municipal air terminal purposes. Nothing herein contained shall, however, be construed to permit the Port Authority to charge any sum paid to the City by the Port Authority for damages (other than rent) to operating expenses, and the same shall be paid from the Port Authority's share of any net revenue or other Port Authority funds.

39. INTEREST ON REFUNDING OF BONDS

The Port Authority shall not issue any bonds to refund bonds issued for municipal air terminal purposes at a date earlier than the maturity date of the bonds to be refunded, unless the refunding bonds bear a coupon or stated interest rate equal to or less than (but not greater than) the rate borne by the bonds to be refunded, but this shall not apply to the funding or refunding of short term notes. As used in this section "short term notes" means notes maturing one year or less from the date of their issue.

40. ARBITRATION RE: ACCOUNTING

If at any time hereafter any dispute, difference or question shall arise between the parties with respect to any accounting question involved in the determination of the amount due to the City as rent over and above the minimums provided for in Section 4 hereof, or involved in the determination of the amounts due to the City pursuant to Sections 15 and 23 hereof, or any other accounting questions arising under this contract, then every such dispute, difference or question shall be submitted for arbitration to three (3) certified public accountants to be appointed by the Executive Committee of the American Institute of Accountants within 15 days after written notice served by either party to this contract upon the other by mail demanding that such dispute, difference or question be so submitted for arbitration.

In the event that the Executive Committee of the American Institute of Accountants fails or refuses to appoint such arbitrators within thirty days after the mailing by either party to this contract of a written request for such appointment, then such dispute, difference or question shall be submitted for arbitration to three (3) certified public accountants to be appointed by the American Arbitration Association within 15 days after written notice served by either party to this contract upon the other by mail demanding that such dispute, difference or question be so submitted for arbitration. The award, ruling or determination which shall be made by a majority of said arbitrators shall be final and binding upon the parties hereto and the parties hereto agree to comply with such award or determination provided the award or determination shall be made in writing within 45 days next after the submission to them of the dispute, difference or question, or on or before any later date to which the said arbitrators, by any writing signed by them, shall enlarge the time for making their award. If it is determined that the Port Authority or the City of New York is prohibited by law from agreeing to submit to arbitration or to be a party to an agreement providing for arbitration, then the provisions of this contract

27

relating to arbitration shall be null and void but shall not affect the other provisions of this contract, which shall, nevertheless, remain in full force and effect.

In Witness Whereof, the City has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Mayor; and the Port Authority has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Chairman, the day and year first above written.

Attest:

Murray W. Stand (sgd.)
City Clerk

(Seal)

The City of New York

William O'Dwyer (sgd.)
Mayor

Attest:

Joseph G. Carty (sgd.)
Secretary

(Seal)

The Port of New York Authority

Howard S. Cullman (sgd.)
Chairman

Approved as to form

S.W.A.
W.B.R.
C.F.P.

Charles E. Murphy (sgd.)
Corporation Counsel

Approved as to form
S.G.

Leander I. Shelley (sgd.)
General Counsel

28

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

On this 17th day of April, 1947, before me personally came MURRAY W. STAND, with whom I am personally acquainted, and known to me to be the City Clerk of THE CITY OF NEW YORK, who, being by me duly sworn, did depose and say that he resides at ; that he is the City Clerk of THE CITY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation (the corporation described in and which executed the foregoing instrument); that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Estimate, and that he signed his name thereto as City Clerk by like authority; and further that he knows and is acquainted with WILLIAM O'DWYER, and knows him to be the person described in and who as Mayor of THE CITY OF NEW YORK executed the said instrument; that he saw him subscribe, execute and deliver the same, and that he acknowledged to him, the said MURRAY W. STAND, that he executed and delivered the same, and he, the said MURRAY W. STAND, thereupon subscribed his name thereto.

ARTHUR D. WALKER (sgd.)
Notary Public

ARTHUR D. WALKER
(Seal) Qus. Co. 2637, N. Y. Co. 736
Term expires March 30, 1948

29

State of New York
County of New York } ss.:
City of New York

On this 17th day of April, 1947, before me personally came and appeared Howard S. Cullman, to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the chairman of The Port of New York Authority, a body corporate and politic, created by Compact between the States of New York and New Jersey, with the consent of Congress, described in and which executed the foregoing instrument; that he knows the seal of The Port of New York Authority aforesaid; that the seal affixed to said instrument is such seal; that it was so affixed by order of the Commissioners of The Port of New York Authority, and that he signed his name thereto by like order.

Arthur D. Walker (sgd.)
Notary Public

Arthur D. Walker
(Seal) Qus. Co. 2637, N. Y. Co. 736
Term expires March 30, 1948

SECURITY DRAWINGS – Ex. (4)

SCHEDULE A

(1) A parcel (approx. 2.69 acres) located at the intersection of the east line of 120th Street with the southerly line of 29th Avenue, Borough of Queens.

(2) A parcel consisting of five plots, each 200 feet square, on Rikers Island surrendered by the Department of Correction and assigned by the Board of Estimate to the Department of Marine and Aviation on April 20, 1939 (Board of Estimate Calendar of that date, No. 126).

(3) A parcel (approx. 13.25 acres) at Havemeyer, Zerega, Randall and Seward Avenues, Borough of the Bronx.

(4) A parcel on the west side of Cross Bay Boulevard at the intersection of the Boulevard with the prolongation of Runway C of Idlewild Terminal, Borough of Queens, and about two miles from the Terminal.

(5) A parcel (103,625 sq. ft.) at Avenue U and Stuart Street, Borough of Queens.

(6) The pier appurtenant to Idlewild Airport extending beyond the bulkhead line into Jamaica Bay.

(7) Premises leased by lease L-167 (10/8/40) to American Airlines for transmission tower.

(8) Premises leased by lease L-140 (11/10/39) to TWA for transmission tower.

(9) Premises covered by Permit No. P-320 (5/1/46) to National Airlines for transmission tower.

(10) Premises covered by Permit No. P-686 (7/1/46) to C.A.A. for radio range.

9

SCHEDULE B

PERMITS IN EFFECT AT NEW YORK CITY MUNICIPAL AIRPORTS

No.	Date	Permittee	Purpose	Expires
			LaGuardia Airport	
P-51	5-1-46	Air Express International Agency, Ltd.	Operate as Custom Broker	4-30-47
P-53	"	American Airlines	Storage Shelter Hangar #1—88 sq. ft.	4-30-47
P-54	"	"	Storage space east of service building	4-30-47
P-55	"	"	Loading Deck Booth #5 bet. Column 48-50, 214 sq. ft.	4-30-47
P-56	"	"	Loading Deck Booths	4-30-47
P-57	"	"	Loading Deck Booth #4, Area bet. Column 25 and 50, 1545 sq. ft.	4-30-47
P-58	"	"	Loading Deck Booth #3 bet. Column 18 and 23, 535 sq. ft.	4-30-47
P-59	"	"	Loading Deck Booth #2 bet. Column 11-13, 222 sq. ft.	4-30-47
P-61	"	"	Fingers—Loading Gates ¼—Space 2275 sq. ft.	4-30-47
P-62	"	"	Use Room #1/20 Landplane Building	4-30-47
P-63	"	"	Space Lower Rotunda, 691 sq. ft., Landplane Building	4-30-47
P-66	"	"	Space—Loading Platforms between Columns 41-43, 185 sq. ft.	4-30-47
P-67	"	"	Space—Loading Platforms between Columns 44-46, 253 sq. ft.	4-30-47

4

No.	Date	Permittee	Purpose	Expires
P-68	5-1-46	American Airlines	Space—Loading Platforms between Columns 15-16	4-30-47
P-80	5-1-43	American Overseas Airlines	Space adjoining Hangar #2—260,-400 sq. ft.	4-30-47
P-81	"	"	Seaplane Hangar #2, erect 2nd story on lean to	4-30-47
P-82	"	"	Seaplane Hangar—erect new platform	4-30-47
P-83	"	"	Space at Information Counter Marine Terminal	4-30-47
P-84	"	"	Space along bulkhead, 3577 sq. ft. at Marine Terminal Repair Shop	4-30-47
P-85	"	"	Non-combustible Storehouse—456 sq. ft.	4-30-47
P-86	"	"	Space for shed for refuse at Seaplane Hangar #2, 61.32 sq. ft.	4-30-47
P-87	"	"	Use space located within enclosed areas—2221 sq. ft.	4-30-47
P-93	5-1-46	Rudy Arnold	Space (35 sq. ft.) Ground floor Landplane Administration Bldg.	4-30-47
P-113	5-1-46	Otto Braren	Sell box lunches, sandwiches, etc.	4-30-47
P-129	5-1-46	Colonial Airlines, Inc.	Space at Loading Gate #15—1800 sq. ft.	4-30-47
P-130	"	"	Space under observation platform east of permittee's present quarters	4-30-47
P-131	"	"	Space (3,000 sq. ft.) S. E. cor. of field for motor cases, oil drums, etc.	4-30-47
P-187	5-1-46	D'Andrea Bros.	Space for shop west of circular staircase, Administration Building	4-30-4
P-202	5-1-46	Geo. F. Doherty Co.	Custom Broker, Marine Terminal	4-30-4

11

No.	Date	Permittee	Purpose	Expires
P-205	5-1-46	Eastern Airlines, Inc.	Space loading Deck—Booths 12 and 14A—121.16 sq. ft.	4-30-47
P-206	"	"	Space—200 sq. ft. located between Column 129-131	4-30-47
P-212	5-1-46	Empire Airlines, Inc.	Conduct scheduled Air Transportation	4-30-47
P-213	"	"	Space in Landplane Administration Bldg.—232 sq. ft.—in 3rd floor	4-30-47
P-214	"	"	One gasoline Storage Cell at N. W. Corner of Inner Bank of Gas Storage Cells—Marine Terminal Area	4-30-47
P-215	"	"	Space in telephone corridor—1st floor Administration Building	4-30-47
P-230	5-1-46	General Service Coinlock Co.	Maintain Coin Lock in pay toilets in Landplane Administration Building	4-30-47
P-231	"	"	Maintain Coin Locks in pay toilets in Marine Terminal Building	4-30-47
P-298	5-1-46	Massce-Barnett Co., Inc.	Custom Brokers Service	4-30-47
P-299	"	"	Space at entrance to rotunda of Marine Terminal Building	4-30-47
P-323	5-1-46	New York Airport Terminals Inc.	Space for booth adjoining gate #5—105 sq. ft.	4-30-47
P-324	"	"	Space for Booth at east end of Gate #10—Administration Bldg.	4-30-47
P-325	"	"	Space in Building (353 sq. ft.) for Manager's Office including corridor ground floor Landplane Admin. Building	4-30-47
P-326	"	"	Space in West Side Main corridor ground Floor Administration Bldg.—used as Porters' Check Room.	4-30-47

4

No.	Date	Permittee	Purpose	Expires
P-327	5-1-46	New York Airport Terminals Inc.	Occupy Room B-35 (Porters' Room) Landplane Administration Building ~286 sq. ft	4-30-47
P-329	"	"	Space for Air Express—2471 sq. ft. in Landplane Administration Building	4-30-47
P-330	"	"	Space for Post Office—4,198 sq. ft. Landplane Administration Bldg.	4-30-47
P-340	"	New York Hotel Corp.	Additional locker room space—619 sq. ft. Ground floor, Administration Bldg.	4-30-47
P-341	"	"	Extend Counter, a total of 32'-2" space now occupied	4-30-47
P-342	"	"	Space for Manager's office—872 sq. ft. Landplane Building	4-30-47
P-343	"	"	Space (100 sq. ft.) on the East Wing on Ground Floor of Admin. Bldg. for Locker Room	4-30-47
P-362	5-1-46	William Paccione	Use of closet on 4 floor of Land Administration Building	4-30-47
P-364	5-1-46	Pan American Airways Inc.	Space—3rd floor Landplane Administration Building to be used by U. S. Immigration and Public Health Service	4-30-47
P-365	"	"	Seaplane Hangar A—space for construction of a second floor—1199 sq. ft.	4-30-47
P-366	"	"	Space, Information counter in Marine Terminal Building	4-30-47
P-367	"	"	Temporary one story frame building east of Seaplane Ramp	4-30-47

No.	Date	Permittee	Purpose	Expires
P-368	5-1-46	Pan American Airways Inc.	Enclosed area for protection of premises—23,268 sq. ft.	4-30-47
P-369	"	"	Space for construction of 2 temporary coal bins—4,346 sq. ft.	4-30-47
P-370	"	"	Maintain one story building west of addition to Hangar A—6,023 sq. ft.	4-30-47
P-371	"	"	Space south of Hangar A—Marine Terminal to maintain 4 moveable nose hangars—5,313 sq. ft.	4-30-47
P-372	"	"	Space at Marine Terminal for storage purposes—25,412 sq. ft.	4-30-47
P-390	5-1-46	Railway Express Agency	Space Main Floor Administration Bldg.	4-30-47
P-412	5-1-46	Shell Oil Company	Exclusive right to sell aviation gasoline, oils and grease at LaGuardia Fld.	4-30-47
P-413	"	"	Space in vicinity of Gate #8 bet. columns 79 and 81, 218 sq. ft.	4-30-47
P-414	"	"	Space for office in vicinity of Gate #8 —88 sq. ft.	4-30-47
P-438	5-1-46	Trans-Canada Airlines	Conduct Scheduled Flights	4-30-47
P-441	5-1-46	Transcontinental & Western Air, Inc.	Booths 9-10—Loading Deck—1653 sq. ft.	4-30-47
P-442	"	"	Space on 3rd floor of Marine Terminal Building—940 sq. ft.	4-30-47
P-443	"	"	Space Ground Floor Administration Building—729 sq. ft.	4-30-47
P-444	"	"	Space along southerly wall of Marine Terminal—75 feet	4-30-47

No.	Date	Permittee	Purpose	Expires
P-445	5-1-46	Transcontinental & Western Air, Inc.	Space along southerly wall of Rotunda Marine Terminal Building—48 sq. ft.	4-30-47
P-446	"	"	Space along southerly wall of Rotunda of Marine Terminal Bldg.—95 sq. ft.	4-30-47
P-447	"	"	¼ space in N. W. quarter of circular Information counter Marine Terminal Bldg.	4-30-47
P-448	"	"	Space northwest corner of circular counter Marine Terminal Bldg.	4-30-47
P-452	5-1-46	United Airlines, Inc.	Space—Mezzanine floor in Hanger #2 260 sq. ft.	4-30-47
P-455	"	"	Space for Gate House—Loading Gates 7 & 8, 1215.61 sq. ft.	4-30-47
P-456	"	"	Space—Garbage Bin Hanger #2—101.25 sq. ft.	4-30-47
P-470	5-1-46	Anthony Vigilis	Sell box lunches	4-30-47
P-484	5-1-46	The Tower Optical Co.	Install & maintain 8 coil Optical Binocular machines on Observation Platform	4-30-47
P-494	7-1-46	U. S. Civil Aeronautics Administration	Space for one story structure used by American Overseas Airline, Inc.	6-30-47
P-504	5-21-46	Transcontinental & Western Air, Inc.	5 additional gasoline bulk storage cells	4-30-47
P-505	5-21-46	American Airlines, Inc.	Use four additional gasoline bulk storage	4-30-47
P-506	5-1-46	Empire Airlines, Inc.	Conduct Scheduled Flights	4-30-47
P-569	5-22-46	American Airlines, Inc.	Space between columns 57 & 60 Loading Platform—use 316 sq. ft.	4-30-47
P-590	5-1-46	New York Airport Terminals, Inc.	Space, Landplane Adm. Bldg. First floor—116 sq. ft.	4-30-47

5

No.	Date	Permittee	Purpose	Expires
P-591	5-1-46	Western Union Telegraph Co.	Space—Landplane Adm. Bldg. First Floor, 115 sq. ft.	4-30-47
P-660	"	Trans-Canada Airlines	Space to provide passenger facilities at Gate #1 West end of Landing Deck	4-30-47
P-664	6-1-46	"	Room on first floor of Landplane Administration Bldg., 440 sq. ft.	4-30-47
P-668	7-1-46	Air France	Conduct Scheduled Flights	6-30-47
P-670	7-1-46	U. S. Dept. of Commerce Weather Bureau	Space for Weather Bureau & charge for service	4-30-47
P-671	8-1-46	Mrs. Dorothy Marvin Kessler	Space for Beauty Salon lower rotunda, Admin. Bldg.	4-30-47
P-672	7-13-46	Pan American Airways	Space for Parking purposes—67,000 sq. ft.	4-30-47
P-673	6-11-46	American Overseas Airlines	Use space within protective area, 1327.4 sq. ft.	4-30-47
P-675	6-1-46	Northwest Airlines	Space located east of Hangar #8—storage of oil drums—200 sq. ft.	4-30-47
P-682	3-20-46	"	Sublease from United of space on 2nd floor, north side of building between Hangars 2 and 4	3-19-47
P-683	8-6-46	American Express Co.	Space on east side of Rotunda—Marine Terminal Building—80 sq. ft.	4-30-47
P-690	5-1-46	Northeast Airlines, Inc.	Conduct scheduled flights	4-30-47
P-691	"	"	Use of Gasoline Cell in Bulk Storage Area	4-30-47
P-692	"	"	Counter space; Rotunda Landplane Building	4-30-47
P-693	"	"	Space 3rd floor Landplane Administration Building—636 sq. ft.	4-30-47

No.	Date	Permittee	Purpose	Expires
P-694	5-1-46	Northeast Airlines, Inc.	Space main floor Admin. Bldg., 293 sq. ft.	4-30-47
P-695	"	"	Use of Field	4-30-47
P-696	"	"	Space-Booth #11 along Loading Platform—502 sq. ft.	4-30-47
P-697	5-1-46	Northwest Airlines, Inc.	Conduct scheduled flights	4-30-47
P-698	"	"	Counter space—18 feet Landplane Administration Building	4-30-47
P-699	"	"	One Gasoline Storage Cell Bulk Storage Area Marine Terminal Area	4-30-47
P-700	"	"	Space on 3rd floor Administration Building—801 sq. ft.	
P-701	"	"	Space Main Floor—Landplane Administration Bldg.—330 sq. ft.	4-30-47
P-702	"	"	Use of Field	4-30-47
P-703	"	"	Space—Loading Platform Cols. 51-56 —515 sq. ft.	4-30-47
P-704	"	National Airlines, Inc.	Use of Gasoline Cell in Bulk Storage Area—Marine Terminal	4-30-47
P-705	"	"	Conduct Schedule Flights	4-30-47
P-706	"	"	Use of Private Plane Hangar	4-30-47
P-707	"	"	Use—18 ft.—Counter space—Landplane Bldg. along Circular Rotunda	4-30-47
P-708	"	"	Use of Field	4-30-47
P-709	"	"	Use—686 sq. ft. of floor space—3rd floor of Administration Building	4-30-47
P-710	"	"	Space—Loading Platform bet. Cols. 102-105—628.5 sq. ft.	4-30-47
P-712	"	"	Space on Third Floor Landplane Administration Building—703 sq. ft.	4-30-47

No.	Date	Permittee	Purpose	Expires
P-713	5-1-46	National Airlines, Inc.	Space on Main Floor Landplane Administration Bldg.—193 sq. ft.	4-30-47
P-714	"	"	Use of Field	4-30-47
P-715	5-1-46	Pennsylvania Central Airlines	Counter space—Landplane Administration Bldg.—18 feet.	4-30-47
P-716	"	"	One Cell—Gasoline Bulk Storage Area	4-30-47
P-717	"	"	Conduct Scheduled Air Transportation	4-30-47
P-718	"	"	Space at Gate #6—Loading Platform —532 sq. ft.	4-30-47
P-722	6-15-46	James K. Dobbs, Inc.	Operate food service to passengers National Airline exclusively	4-30-47
P-740	3-19-46	Cartier, Inc.	Display case—16 sq. ft. at Circular Staircase, Administration Building	3-18-47
P-1312	4-1-47	Eastern Airlines, Inc.	Space—938 sq. ft. for loading booths —platform columns 115-124	3-31-48
P-1313	4-1-47	Transcontinental & Western Air, Inc.	Space for maintenance of Garbage Bin—Hangar #6—106 sq. ft.	3-31-48
P-767	8-1-46	Sky Chefs, Inc.	Furnish food service to Northwest Airlines, Inc. exclusively	4-30-47
P-790	8-1-46	Frank Giordano	Shoeshine stand—Land. Adm. Bldg.	4-30-47
P-857	9-16-46	Northeast Airlines	Space—East of Hangar No. 8—Storing oil drums—160 sq. ft.	4-30-47
P-861	4-26-46	Pan American Airways, Inc.	Space—West of Seaplane Hangar No. 1—38,019 sq. ft.—Parking Aircraft	4-25-47
P-923	5-1-46	Air Clearance Associates, Inc.	260 square feet Marine Terminal Building	4-30-47
P-938	5-1-46	Pan American Airways, Inc.	Space for Customs & Immigration—Marine Term. Bldg.—5,010 sq. ft.	4-30-47

P-1305 Allied Maintenance Co.—Date of occupation to April 30, 1947. 50¢ per sq. ft. for approx. 260 sq. ft. per annum. Enclose openings to provide storage for cleaning materials in Passenger Arcade of Marine Terminal Bldg.

P-935 Air Clearance Associates, Inc.—May 1, 1946 to April 30, 1947. 10% of gross receipts, payable on or before 15th of each month following the last day of the month to which the return relates. To conduct a customs broker service for the clearance of International shipments of air express—Marine Terminal.

P-1067 Air Express International Agency, Inc.—Nov. 24, 1946 to April 30, 1947. $256. per annum. Use and occupation of 128 sq. ft. of space located on second floor landing of the International Air Terminal Bldg.

P-1065 Air France—Nov. 25, 1946 to April 30, 1947. $1200. per annum. Use and occupation of one ticket counter located in the rotunda, west side of International Air Terminal Bldg.

P-1012 Air France—July 1, 1946 to June 30, 1947. Use of runways, aprons, taxi strips and other facilities, used in common by those so authorized, for purposes of landing and taking off aircraft used by permittee in scheduled transportation and other flights related and incidental thereto.

P-1288 Air France—May 1, 1947 to April 30, 1948. $600 per annum. Occupation of one-half of the northwest section of the circular information counter located in the main corridor of the International Air Terminal.

P-1371 American Airlines, Inc.—March 25, 1947 to March 24, 1948. Use and occupation of 153 sq. ft. of space located on the ground floor, west wing of the Land. Terminal Bldg.

P-1221 American Airlines, Inc.—Dec. 1, 1946 to April 30, 1947. Use and occupation of 1366 sq. ft. of space on first floor, Land. Administration Bldg.

P-1222 American Airlines, Inc.—Dec. 1, 1946 to April 30, 1947. Use and occ. of 450 sq. ft. of space, second floor of Landplane Administration Bldg.

P-1219 American Overseas Airlines, Inc.—Sept. 23, 1946 to April 30, 1947. Use and occ. of 828 sq. ft. located in one-story masonry building, known as "Line Maintenance Building".

P-1298 American Overseas Airlines, Inc.—Nov. 7, 1946 to April 30, 1947. Occupation of two covered passenger walkways containing an area of 8865 sq. ft. located east of the International Air Terminal.

P-1199 American Overseas Airlines—Sept. 23, 1946 to April 30, 1947. Use and occ. of temporary one-story masonry addition to northwest section of International Terminal Building.

19

P-1301 Cartier, Inc.—March 19, 1947 to March 18, 1948. Occupation of approx. 16 sq. ft. of space for the maintenance of the City-owned display and sales case, located at the main rotunda entrance to the circular staircase bet. the present newsstand and the flower stand, in the Landplane Administration Bldg.

P-1312 Eastern Airlines, Inc.—April 1, 1947 to March 31, 1948. Use and occ. of 938 sq. ft. of space for Loading Booths, located along the platform bet. Columns 115 and 124, incl.

P-942 Empire Airlines, Inc.—Aug. 19, 1946 to April 30, 1947. Use and occupy a temporary maintenance shop (Hangar) located at southwesterly end of LaGuardia Field, containing an area of 4444 sq. ft.

P-1210 Empire Airlines, Inc.—Feb. 1, 1947 to Jan. 31, 1948. Sublet to K. L. M. (Royal Dutch Airlines), the hangar and work shop built by Empire Airlines.

P-1196 Linea Aeropostal Venezolana—Jan. 15 to April 30, 1947. Use and occupation of 96 sq. ft. of space located on second floor landing in the International Air Terminal Bldg.

P-1005 Linea Aeropostal Venezolana—Nov. 15, 1946 to opening of Floyd Bennett Field. To conduct scheduled air transportation.

P-1006 Linea Aeropostal Venezolana—Nov. 15, 1946 to opening of Floyd Bennett Field. Use of runways, aprons, taxi strips and other facilities.

P-1007 Linea Aeropostal Venezolana—Nov. 15, 1946 to opening of Floyd Bennett Field. Use and occ. of a location for one gasoline storage cell at northwest corner of gasoline storage cells in International Air Terminal area.

P-1287 Linea Aeropostal Venezolana—May 1, 1947 to April 30, 1948. Occupation of one-half of the northwest section of the circular information counter located in the main corridor of the International Air Terminal Bldg.

P-1075 Manufacturers Trust Co.—Dec. 10, 1946 to June 30, 1947. Use and occupation of 738 sq. ft. of floor space located on the first floor of the Administration Building at LaGuardia Field.

P-1282 Northwest Airlines, Inc.—March 12, 1947 to April 30, 1947. Use and occupation of 1500 sq. ft. of space located on the mezzanine floor of building between Hangars 4 and 6 at LaGuardia Field.

P-930 Pan American Airways System—Aug. 5 to Aug. 23, 1946. Use and occ. of 23,750 sq. ft. of space located east of Hangar 8 at LaGuardia Field, for the purpose of parking Constellation aircraft.

P-1218 Pan American Airways, Inc.—Sept. 23, 1946 to April 30, 1947. Use and occ. of 1105 sq. ft. of space located in the one-story masonry structure known as "Line Maintenance Bldg." on the apron at the International Air Terminal.

P-1290 Pan American Airways, Inc.—May 1, 1946 to April 30, 1947. Use and occ. of a frame bldg. 173.5 sq. ft. in dimensions, located east of International Air Terminal being used at present by British Overseas Airlines Corp. to shelter Line maintenance crews and equipment.

P-936 Pennsylvania Central Airlines—May 1, 1946 to April 30, 1947. Use and occ. of the premises, incl. building on Riker's Island, N. Y. as shown on blueprint W.P.A. Dwg. 4E3.

P-1209 Tampa-New Orleans-Tampico Airlines, Inc.—July 4, 1946 to April 30, 1947. To maintain passenger loading float and boat float, both floats being attached to and north of the City bulkhead, International Air Terminal, in connection with carrying on seaplane and crash boat operations.

IDLEWILD AIRPORT

P-1201	Les Mortimer	Sell meals to workmen on construction job	12/31/47
P-1078	Manufacturers Trust Co.	Temporary Banking service	6/30/47

FLOYD BENNETT FIELD

None

No.	*Date*	*Permittee*	*Purpose*	*Expire*
		OTHER		
P-52	5-1-46	American Airlines, Inc.	Occupy space for Receiving Station, Rikers Island	4-30-4
P-64	"	"	Control Tower—Permission to bridge cables to Central Tower, Rikers Island	4-30-4
P-207	"	Eastern Airlines, Inc.	Install Remote Receiver and Antenna System in building on Rikers Island	4-30-4
P-320	5-1-46	National Airlines	Transmission Tower, Cross Bay Blvd., Queens	4-30-4

No.	Date	Permittee	Purpose	Expires
P-507	7-1-46	Bureau of Air Commerce	103-625 sq. ft. at Ave. U and Stuart St., Brooklyn	6-30-47
P-511A	7-1-46	Civil Aeronautics Adm.	Radio Range Station, English Kills	6-30-47
P-686	7-1-46	"	Radio Range at Rulers Bar, Hassock, Queens	6-30-47

674 Dept. of Commerce, CAA—Nov. 1, 1945, to June 30, 1946. Operation and maint. of an Instrument Landing System consisting of Localizer Unit, Glide Path Unit and boundary Marker Unit and necessary control facilities.

LEASES IN EFFECT AT NEW YORK CITY MUNICIPAL AIRPORTS

No.	Date	Lessee	Purpose	Expires
		LaGuardia Airport		
L-133	10-5-39	Hotel New Yorker Corp.	Operate Restaurant	10 yrs. from date of operation
L-128	10-15-38	American Airlines, Inc.	Hangars 1-3-5 — Space Adm. Bldg. Conduct Scheduled Flights	10 yrs. from date complet'n Bldgs. and Airport
L-129	10-21-38	United Airlines Transport Corp.	Hangar 2 — Space Adm. Bldg. Conduct Scheduled Flights	"
L-130	11-12-38	Transcontinental & Western Air, Inc.	Hangars 4-6—Space Adm. Bldg. Conduct Scheduled Flights	"
L-135	5-16-39	Pan American Airways Co.	Seaplane Hangar A Space Seaplane Adm. Bldg. Conduct Scheduled Flights	"

No.	Date	Lessee	Purpose	Expires
L-144	12-1-39	Grand Central Cadillac Renting Corp. (Carey Airport Service, Inc.)	Right to Transport Air Passengers Parking Space	12-31-49
L-152	1-8-40	Canadian Colonial Airways, Inc. (Colonial Airlines)	½ Hangar 8 and lean-to Space Adm. Bldg. Conduct Scheduled Flights	10 yrs. from date complet'n Buildings and Airport
L-153	1-20-40	Eastern Airlines, Inc.	½ Hangar 8 and lean-to Space Adm. Bldg. Conduct Scheduled Flights	4-14-50
L-155	12-9-39	United States of America (Civil Aeronautics Adm.)	2-story Office Bldg. and Hangar	6-30-40 with annual Renewal Privilege to 6-30-60
L-177	4-4-41	American Export Airlines, Inc. (American Overseas Airlines)	Hangar and lean-to at Seaplane Base, Space in Marine Term. Building. Right to Conduct Scheduled Flights	10 yrs. from date completion Buildings and Airport
L-182	4-1-41	Empire Trust Co. (Mfrs. Trust Co.)	715 sq. ft., 1st floor Administration Bldg.	10 years from date of occupancy
L-183	4-1-41	"	Show Case 2nd floor Administration Bldg.	6-30-51
L-185	6-13-41	Gulf Oil Corp.	3 Gasoline Stations	10 yrs. from date of completion
L-189	10-24-41	Shell Oil Co., Inc.	1 Cell in Gasoline Bulk Storage Area	5 yrs. from date of completion with renewal privilege
L-194	12-1-40	Frank Giordano	323 sq. ft., 3rd floor Administration Bldg. Barber Shop	12-1-51
L-195	5-6-42	Pan American Airways, Inc.	Parcels A and B at Seaplane Base and Buildings thereon	11-15-49

No.	Date	Lessee	Purpose	Expires
L-202	3-2-43	American Export Airlines, Inc. (American Overseas Airlines)	Land Adjacent to seaplane Hangar 2	Termination date of primary term of main lease
L-206	5-12-43	United States of America Post Office Department	821 sq. ft. of space in Landplane Adm. Bldg.	2-29-52
L-235	10-31-45	American Airlines, Inc.	Land adjacent to Hangar 5	Termination date of primary term of main lease

IDLEWILD AIRPORT

L-222	8-31-45	Eastern Airlines	Site area Space in Term. Bldg. Other Rights	Completion of permanent facilities
L-223	8-31-45	Flagship Clubs, Inc. (American Airlines)	Space Permanent Term. Building	Date of commencement 1st renewal Amer. Airlines lease
L-224	8-31-45	Northwest Airlines	Site Area Space in Term. Bldg. Other Rights	Completion of permanent facilities
L-225	8-[illegible]-45	Pan American Airways	"	"
L-226	[illegible]	Pennsylvania Central Airlines	"	"
L-227	"	Trans-Canada Airlines	"	"
L-228	"	United Airlines	"	"
L-229	"	British Overseas Airways Corporation	"	"
L-230	"	American Overseas Airlines	"	"
L-231	"	American Airlines	"	"
L-232	"	Transcontinental & Western Air, Inc.	"	"

No.	Date	Lessee	Purpose	Expires
L-233	8-31-45	National Airlines	Site Area Space in Terminal Building, Other Rights	Completion of permanent facilities
L-234	"	American Airlines and Transcontinental & Western Air, Inc.	Additional Land	Date of Commencement 1st Renewal Term principle leases
L-236	10-2-45	Colonial Airlines	Site Area Space in Terminal Building, Other Rights	Completion of Permanent Facilities
L-237	12-17-45	Colonial Beacon Oil Co. Shell Oil Co., Inc. Socony Vacuum Oil Co. The Texas Co.	Joint Lease of Fuel Facilities	"
L-238	12-31-45	Swedish Intercontinental Airline (SILA)	Site Area Space in Terminal Building, Other Rights	"
L-239	12-27-45	Gulf Oil Corp.	Operate Auto Service Stations Also Marine Fuel and Transient Aircraft	"
	12-29-45	Cargair Inc.	Ground Space	December, 1955
		OTHERS		
L-150	Not known	United States of America (Civil Aeronautics Administration)	Land for Range Site Vicinity of English Kills. 11.41 acres	Year to year. Not to extend beyond 6-30-1960
L-137	9-24-39	United Airlines	Transmission Tower Property on Cross Bay Blvd.	10 yrs. from date of approval by B. of E.
L-140	11-10-39	Transcontinental & Western Air, Inc.	Transmission Tower, Jamaica Bay	"
L-167	10-8-40	American Airlines	Transmission Tower, Jamaica Bay	"

SCHEDULE C

Automotive Equipment

City Equipment No.	*Description*
3.	G. M. C. dump truck 1938 (1½T)
4.	Chevrolet pick up truck 1938 (1T)
8.	Standard power lawn mower 1939 (Dept.)
11.	Cletrac crawler tractor 1939 (Bulldozer)
12.	Ford sedan 1939
14.	Ford dump truck 1939 (1½T)
15.	G. M. C. platform truck (7T)
16.	International Ladder Truck (1½T)
17.	Worthington 105 cu. ft. air compressor
20.	Worthington tractor with gang mower and side sickle bar
21.	Buffalo Springfield road roller (FBF)
22.	Standard power mower
23.	Kohler gas driven electric generator
24.	International panel truck 1941
25.	International panel truck
29.	Kohler gas driven electric generator
31.	Kohler gas driven electric generator
32.	Coldwell power hand mower
36.	Simar roto-tiller
38.	Portable gas driven electric generator (1250W)
40.	Hardie sprayer
41.	Jaeger pump

Automotive Equipment

City Equipment No.	*Description*
50.	Walters snow plow
51.	Walters snow plow (Model 1GBS)
52.	International Truck (Dempsey Dumpster)
53.	Dodge Reconnaissance and Command Car
54.	Dodge Reconnaissance and Command Car
55.	Dodge Reconnaissance and Command Car
56.	Mower Tractor-Worthington grassblitzer
57.	Worthington Grass Blitzer
58.	Homelite 2" suction pump
59.	Ford Jeep (1943)
60.	Chevrolet cargo truck (1½T)
61.	Chevrolet cargo truck (1½T)
	Sand spreader
	Road magnet
	Disc harrow
	Spike harrow
	Grass blitzer units
	2 sickle bars
	2 crash truck U. S. Army Class 155
	1 Tank Truck 2500-gallon
	1 Ahrens-Fox Pumper and Hose Cart
	2 Crash Trucks U. S. Army 125
	1 3-Ton Cardox Crash Truck
	1 G. M. C. Comb. CO^2 and Foam Crash Truck
	2 John Bean High Pressure Water and Foam Crash Trucks
	1 Seagrave Pumper

Shop Equipment:

1	Lathe (Bench) model 409 South Bend 1939
1	Drill Press Stand
1	Paving Breaker Thor #20
1	Boiler tube cleaner
1	Electric suction cleaner & blower Tornado #10
1	Clay Digger Chicago Pneumatic model CPM
3	¼ electric drill
1	½ electric drill
1	¾ electric drill
2	⅞ electric drill
1	Stanley bench grinder 6"
1	Stanley Portable electric hammer
1	Delta saw joiner
1	Circular wood saw
1	Log saw (gas engine drawn)
1	Portable circular saw 8"
2	Electric Shears
1	Platform (Telescoping)
1	Hobart electric welder, 20 h. p., 300 amps., at 40 V., serial #DW4234
1	Portable pipe threader, electric driven

Testing Instruments:

1	Clamp-on ammeter, Weston
2	Simpson Roto Ranger #202 (Voltmeter, Ammeter, Ohmeter, etc.)

Testing Instruments:

1	Weston Industrial Analyzer #639
1	Power cable fault bridge
1	Weston #603 illumination meter
1	G. E. voltmeter
1	G. E. recording wattmeter
1	Tachometer
1	Tensionmeter
1	Megger (Biddle) 250V
1	Megger (Biddle) 500V
1	Fibre duct pre locator

SCHEDULE D

AN ACT

To amend chapter of the laws of New York of nineteen forty-seven, entitled "AN ACT to facilitate the financing and effectuation of air terminals by the port of New York authority and agreeing with the state of New Jersey with respect thereto", generally,

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Upon the concurrence of the state of New Jersey herein, in accordance with Section 3 of this Act, Sub-divisions (a) and (c) of Section 8, and Section 10, of Chapter of the laws of New York of nineteen forty-seven entitled "An act to facilitate the financing and effectuation of air terminals by the port of New York authority and agreeing with the state of New Jersey with respect thereto", and of Chapter forty-three of the laws of New Jersey of 1947, entitled "An act to facilitate the financing and effectuation of air terminals by the port of New York authority and agreeing with the state of New Jersey with respect thereto" are hereby amended to read as follows:

§ 8(a) Notwithstanding any contrary provision of law, every municipality in the port of New York District is authorized and empowered to consent to the use by the Port Authority of any air terminal owned by such municipality or of any real or personal property owned by such municipality and necessary, convenient or desirable in the opinion of the Port Authority for air terminal purposes, including such real property as has already been devoted to a public use, and as an incident to such consent, to grant, convey, lease, or otherwise transfer to the Port Authority any such air terminal or real or personal property, upon such terms as may be determined by the Port Authority and such municipality. Every such municipality is also authorized and empowered as an incident to such consent to vest in the Port Authority the control, operation, maintenance, rents, tolls, charges, and any and all other revenues of any air terminal now owned by such municipality, the title to such air terminal remaining in such municipality. Such consent shall be given and the execution of any agreement, deed, lease, conveyance, or other instrument evidencing such consent or given as in incident thereto shall be authorized in the manner provided in article twenty-two of the compact of April thirtieth, nineteen hundred twenty-one, between the two states creating the Port Authority.

(c) The states of New York and New Jersey hereby consent to suits, actions or proceedings of any form or nature in law, equity or otherwise by any city or other municipality against the Port Authority upon, in connection with or arising out of any such agreement, agreements or any modification thereof or supplement thereto, [by any county, city, borough, village, township, municipality, public agency or authority for the recovery of any moneys agreed to be paid by the Port Authority thereunder, and for such purpose only, and any judgment therein against the Port Authority shall be payable only from such funds as the Port Authority may have available for the payment of such judgment.] for the following types of relief and for such purposes only:

(1) For money damages for breach thereof,

(2) For money damages for torts arising out of the operation of the municipal air terminal,

(3) For rent,

(4) For specific performance,

(5) For reformation thereof,

(6) For accounting,

(7) For declaratory judgment,

(8) For judgments, orders or decrees restraining or enjoining the Port Authority from transferring title to real property to third persons in cases where it has contracted with such City or other municipality to transfer such title to such City or municipality, and

(9) For judgments, orders or decrees restraining or enjoining the Port Authority from committing or continuing to commit other breaches of such agreements with such City or municipality, provided, that if the proceeding for such judgment, order or decree is brought in a Court of the State of New Jersey, it shall not take effect until affirmed by the Court of Errors and Appeals of that State, or if the Port Authority takes no appeal therefrom, until the time to take such appeal has expired, provided further, that if the proceeding for such judgment, order or decree is brought in a court of the State of New York, it shall not take effect until affirmed by the Appellate Division of the Supreme Court, or if the Port Authority takes no appeal therefrom, until the time to take such appeal has expired, and provided lastly that if the proceeding for such judgment, order or decree is brought in a Federal Court, it shall not take effect until affirmed by the Circuit Court of Appeals or if the Port Authority fails to take an appeal therefrom, until the time to appeal has expired.

When rules of venue are applicable, the venue of any such suit, action or proceeding shall be laid in the county or judicial district in which the airport, which is the subject matter of such agreement between the Port Authority and the City or other municipality, or any part thereof, is located.

If any clause, sentence, paragraph, or part of this subdivision or the application thereof to any person or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this subdivision, and the application thereof to any other person or circumstances, but shall be confined in its operation to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved.

§ 10. The Port Authority may make application directly to the proper federal officials or agencies for federal loans or grants in aid of air terminals owned or operated by it; provided, that if either state shall have or adopt general legislation governing applications for federal aid for air terminals by municipalities of such state, or the receipt or disbursement of such federal aid by or on behalf of such municipalities, then such legislation shall at the option of such state apply to applications by the Port Authority for federal aid for air terminals located in such state and to the receipt and disbursement of such federal aid by or on behalf of the Port Authority, in the same manner and to the same extent as other municipalities of such state. Except as above provided, and except as otherwise provided in any agreement between the Port Authority and a municipality, no agency or commission of either state shall have jurisdiction over any air terminals under the control of the Port Authority, and all details of financing, construction, leasing, charges, rates, tolls, contracts and the operation of air terminals owned or controlled by the Port Authority shall be within its sole discretion and its decision in connection with any and all matters concerning such air terminals shall be controlling and conclusive.

§ 2. The first sentence of section fifteen of Chapter of the laws of New York, 1947, is hereby amended to read as follows:

§ 15. Subject to the foregoing limitations, [At its option,] the Port Authority may, at its option, exercise the right of eminent domain or condemnation to acquire real property for air terminal purposes as set forth in this section.

§ 3. This act shall take effect upon the enactment into law by the state of New Jersey of legislation having an identical effect with Section 1 of this act, but if the state of New Jersey shall have already enacted such legislation, then this act shall take effect immediately.

SCHEDULE E

LEASES IN EFFECT AT NEW YORK CITY MUNICIPAL AIRPORTS

LaGuardia Field

No.	*Date*	*Lessee*	*Purpose*	*Expires*
L-128	10-15-38	American Airlines, Inc.	Hangars 1-3-5 Space Adm. Bldg. Conduct Scheduled Flights	10 yrs. from date complet'n Bldgs. & Airport
L-129	10-21-38	United Airlines Transport Corp.	Hangar 2 Space Adm. Bldg. Conduct Scheduled Flights	"
L-130	11-12-38	Transcontinental & Western Air, Inc.	Hangars 4-6 Space Adm. Bldg. Conduct Scheduled Flights	"
L-135	5-16-39	Pan American Airways Co.	Seaplane Hangar A Space Seaplane Adm. Bldg. Conduct Scheduled Flights	"
L-152	1-8-40	Canadian Colonial Airways Inc. (Colonial Airlines)	½ Hangar 8 and lean-to Space Adm. Bldg. Conduct Scheduled Flights	"
L-153	1-20-40	Eastern Airlines, Inc.	½ Hangar & lean-to Space Adm. Bldg. Conduct Scheduled Flights	4-14-50
L-177	4-4-41	American Export Airlines, Inc. (American Overseas Airlines)	Hangar and lean-to at Seaplane Base Space in Marine Term. Bldg. Right to Conduct Scheduled Flights	10 yrs. from date completion Bldgs. & Airport
L-185	8-13-41	Gulf Oil Corp.	3 Gasoline Stations	10 yrs. from date completion

No.	Date	Lessee	Purpose	Expires
L-189	10-24-41	Shell Oil Co., Inc.	1 Cell in Gasoline Bulk Storage Area	5 yrs. from date of completion with renewal privilege
L-192	12-1-40	American Airlines, Inc.	450 sq. ft. 2nd floor Adm. Bldg.	12-1-46
L-195	5-6-42	Pan American Airways, Inc.	Parcels A and B at Seaplane Base and Buildings thereon	11-15-49
L-197	12-1-40	American Airlines, Inc.	1366 sq. ft. 1st floor Administration Bldg. for Admirals Club and Concession	12-1-46
L-202	3-2-43	American Export Airlines, Inc. (American Overseas Airlines)	Land Adjacent to seaplane Hangar 2	Termination date of primary term of main lease
L-235	10-31-45	American Airlines, Inc.	Land adjacent to Hangar	"

IDLEWILD AIRPORT

L-222	8-31-45	Eastern Airlines	Site area Space in Term. Bldg. Other Rights	Completion of permanent facilities
L-223	8-31-45	Flagship Clubs, Inc. (American Airlines)	Space Permanent Term. Building	Date of commencement 1st renewal Amer. Airlines lease
L-224	8-31-45	Northwest Airlines	Site area Space in Term. Bldg. Other Rights	Completion of permanent facilities
L-225	8-22-45	Pan American Airways	"	"
L-226	8-31-45	Pennsylvania Central Airlines	"	"
L-227	"	Trans-Canada Airlines	"	"

No.	*Date*	*Lessee*	*Purpose*	*Expires*
L-228	8-31-45	United Airlines	Site area Space in Term. Bldg. Other Rights	Completion of permanent facilities
L-230	"	American Overseas Airlines	"	"
L-231	"	American Airlines	"	"
L-232	"	Transcontinental & Western Air, Inc.	"	"
L-233	"	National Airlines	"	"
L-234	"	American Airlines and Transcontinental & Western Air, Inc.	Additional Land	Date of Commencement 1st Renewal term Principle leases
L-236	10-3-45	Colonial Airlines	Site Area Space in Terminal Building Other Rights	Completion of Permanent Facilities
L-237	12-17-45	Colonial Beacon Oil Co., Shell Oil Co., Inc., Socony Vacuum Oil Co., The Texas Co.	Joint Lease of Fuel Facilities	"
L-239	12-27-45	Gulf Oil Corp.	Operate Auto Service Stations Also Marine Fuel and Transient Aircraft	"
L-137	9-24-39	United Airlines	Transmission Tower Property on Cross Bay Blvd.	10 yrs. from date of approval by B. of E.
L-140	11-10-39	Transcontinental & Western Air, Inc.	Transmission Tower, Jamaica Bay	"
L-167	10-8-40	American Airlines	Transmission Tower, Jamaica Bay	"

The Port Authority agrees that the City shall retain the sum of $100,000 from the deposits and pre-paid rents described in Section 12 of the agreement until such time as releases and consents similar to the release and consent set forth in Schedule F are delivered to the City by Swedish Intercontinental Airline (SILA) and British Overseas Airways Corporation; and upon the delivery of the release and consent from either of the aforesaid companies to the City, or when every action which may be brought by such company on account of any breach of its lease or agreement by the City has been barred by the Statute of Limitations, the sum of $50,000. shall be paid to the Port Authority by the City.

SCHEDULE F

KNOW ALL MEN BY THESE PRESENTS that

WHEREAS, a certain agreement dated April , 1947, has been entered into between THE CITY OF NEW YORK (hereinafter referred to as CITY) and THE PORT OF NEW YORK AUTHORITY (hereinafter referred to as the PORT AUTHORITY) which agreement covers, among other things, the leasing by the CITY to the PORT AUTHORITY of its municipal air terminals in the City of New York, and

WHEREAS, by and pursuant to said agreement, the CITY has assigned to the PORT AUTHORITY as of June 1, 1947 a certain lease, permit, contract or other agreement made on the day of 19 , between the CITY and the undersigned,

[LIST ADDITIONAL LEASES]

NOW, THEREFORE, for good and valuable considerations, the receipt whereof is hereby acknowledged, the undersigned does hereby consent to the aforesaid assignment of the aforesaid lease, permit, contract or other agreement, together with all security deposits and prepaid rent; and the undersigned, for good and valuable further considerations, receipt whereof is hereby acknowledged, does hereby release the CITY from all liabilities, claims and demands, including security deposits and prepaid rent, now existing or hereafter to occur under said aforesaid lease, permit, contract or other agreement, and the CITY is hereby released and forever discharged of and from any and all manner of actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, and damages, claims and demands whatsoever in law or equity which against the CITY the undersigned ever had, now has or which its successors and assigns can have or may have, for or by reason of any matter, cause, or thing whatsoever, arising out of or hereafter arising out of such lease, contract, permit or other agreement.

And the undersigned does hereby release and forever discharge the Port of New York Authority from any and all liabilities, and any and all manner of actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, and damages, claims and demands whatsoever in law or in equity which against The Port of New York Authority the undersigned ever had, now has or which its successors and as-

7

signs can have or may have, for or by reason of, or arising directly or indirectly out of any breach of the aforesaid lease, permit, contract or other agreement, committed or alleged to have been committed prior to June 1, 1947.

In Witness Whereof, the undersigned has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this day of 1947.

.....

Attest:

.....

(Acknowledgment)

SCHEDULE H

1. *Department Contract No. 2533. Misc. construction for three runway operations,* Idlewild Airport (Board of Estimate Cal. No. 209, April 10, 1947).

2. Department Contract No. 2528. Repairs to buildings and structures, Floyd Bennett Field.

3. Department Contract No. 2518. Preparation of field sketches, etc. Floyd Bennett Field.

Ex.1

SCHEDULE I

DEPARTMENT OF MARINE AND AVIATION

Civil Service Employees Charged to the Bureau of Aviation

Code 8105-001 TS

Line	Title	Salary	Name	Address	Appointed	Remarks
1	Director of Airports	(8000) $8350	Elmer Haslett		4/ 1/42	
2	Airport Manager	(6500) $7160	Kenneth P. Behr		8/19/31	
14	Airport Inspector	(4000) $4650	Samuel Levy		7/16/31	M. L.
15	Airport Inspector	(3360) $4010	James G. Adams		7/16/31	
15	Airport Inspector	(3360) $4010	Neal G. Grignon		5/ 9/29	
16	Airport Inspector	(3360) $4010	Edward G. Juengst		7/16/31	L. O. A. to Line 3
16	Airport Inspector	(3360) $4010	George J. Schloer		8/22/31	L. O. A. to Line 76
17	Accountant	(2640) $3290	Simon D. Feigin		11/21/39	
18	Clerk	(2340) $3000	John L. Kelly		7/ 1/30	
19	Clerk	(1260) $1920	Marion G. Troisi		7/ 1/43	L. O. A.
22	Telephone Operator	(1800) $2460	Helen J. Sutherland		3/26/40	
25	Attendant (Female)	(1920) $2380	Mary A. E. Morris		9/ 1/39	Assigned to Bur. Ferries
26	Foreman Electrician	$4990	Walter L. Bennett		6/12/34	
27	Oiler (302D)	$3000	Robert G. Klee		6/13/27	
28	Electrician (Airport)	$15. a day	Frank J. McPartland		3/12/40	
30	Auto Mechanic (302D)	$3860	Robert G. Jones		7/ 1/43	
32	Foreman Laborer (313D)	(2520) $3170	Francis E. Johnson		4/16/31	
33	Laborer (302D)	(1740) $2400	John J. Baldi		5/15/42	
33	Laborer (302D)	(1740) $2400	Otis Gregory		2/ 2/42	
33	Laborer (302D)	(1740) $2400	Joseph R. McGrath		6/16/42	
33	Laborer (302D)	(1740) $2400	Joseph Maggio		4/18/31	
33	Laborer (302D)	(1740) $2400	William A. Seifert		5/ 7/42	

Code 8105-001 TS (cont.)

Line	Title	Salary	Name	Address	Appointed	Remarks
33	Laborer (302D)	(1740) $2400	Frank J. Lamicelli		5/11/42	
34	Laborer (302D)	(1740) $2400	Herbert J. Egleston		9/16/42	
34	Laborer (302D)	(1740) $2400	Anthony Giallorete		12/30/39	
34	Laborer (302D)	(1740) $2400	Albert DePhillis		12/30/39	
37	Gardener	(2400) $3050	Charles Murray		12 7/ 1/39	
38	Assistant Gardener	(2040) $2700	Harold A. Patterson		12/ 1/39	
38	Assistant Gardener	(2040) $2700	Otto C. Kemp		12/ 1/39	
39	Assistant Gardener	(1700) $2360	John L. Esposito		6/27/46	
39	Assistant Gardener	(1700) $2360	Cornelius A. Joeckel		1/ 1/46	
40	Cleaner (Male) (302D)	(1560) $2220	George H. Blaney		11/24/39	L. O. A. to 8108-Line 56
40	Cleaner (Male) (302D)	(1560) $2220	Harlan E. Bergen		10/19/39	L. O. A.
42	Cleaner (Female) (302D)	(1380) $2040	Adele Weisberg		5/14/40	
42	Cleaner (Female) (302D)	(1380) $2040	Mary C. Flood		8/ 1/40	
43	Cleaner (Female) (302D)	(1380) $2040	Bridget Bunke		2/ 1/45	
46	Airport Assistant	(1800) $2460	Joseph F. Giordano		12/23/39	
46	Airport Assistant	(1800) $2460	James F. McMurray		5/16/41	
46	Airport Assistant	(1800) $2460	Warren C. J. Grantz		10/16/41	
46	Airport Assistant	(1320) $1980	David L. Walsh		5/ 1/41	M. L.
51	Maintenance Man (302D)	(2400) $2700	Joseph Pescia		8/ 1/41	L. O. A to 8108-Line 56
52	Maintenance Man (302D)	(2220) $2520	Frederick T. Hubbard		11/20/37	
52	Maintenance Man (302D)	(2220) $2520	Stanley Cullwick		2/ 1/42	
52	Maintenance Man (302D)	(2220) $2520	Pasquale Castelli		2/13/40	
54	Maintenance Man (Airport) (302D)	(2100) $2400	Frank Bergman		5/16/46	
55	Cleaner (Female) (302D)	(1320) $1980	Julia D. Jedlicka		5/16/45	
56	Airport Assistant	(1680) $2340	William K. McCaffrey		12/ 7/40	L. O. A.
59	Airport Assistant	(1800) $2460	Anthony Cycovock		5/28/41	

Ex.1

Code 8105-001 TS (cont.)

Line	Title	Salary	Name	Address	Appointed	Remarks
79	Clerk	(1560) $2220	Louis Weinstein		2/ 1/47	
80	Clerk	(1360) $1920	James F. Murphy		2/ 1/47	
82	Telephone Operator	(1800) $2460	Alice Sullivan		3/15/30	
89	Accountant	(2640) $3290	John Farkas		8/13/30	

Code 8108-007

55	Electrician (250D)	$15. a day	Carl Gherardi		5/27/38	
55	Electrician (250D)	$15. a day	Wilfred T. Jones		11/ 1/30	
55	Electrician (250D)	$15. a day	Michael P. O'Hearn		9/20/45	
56	Oiler	$8.72 a day	Abraham Wexler		6/14/27	

Note: M. L. indicates on Military Leave.
L. O. A. indicates on leave of absence without pay.

April 10, 1947
rp.

Ex.1

DEPARTMENT OF MARINE AND AVIATION

Employees Charged to Engineering Bureau and Other Codes and Assigned to Aviation Bureau

Code and Line	Title	Salary	Name	Address	Appointed	Remarks
8103-3	Civil Engineer	(5000) 5650	James S. Kenny		7/ 7/25	
8103-15	Asst. Civil Engineer	(3360) 4010	Robert H. Cameron		2/16/45	
8103-21	Jr. Civil Engineer	(2700) 3350	Walter J. Lynch		4/18/23	
8103-48	Asst. Civil Engineer	(4260) 4910	Albert Bauer		10/25/28	
8103-52	Asst. Civil Engineer (Str.)	(3660) 4310	William S. Hoffman		4/16/30	
8103-65	Civil Eng. Draftsman	(3000) 3650	Stanley Szlanda		12/16/31	
8103-69	Inspector of Pier Bldg.	(2760) 3410	James A. Fay		10/21/35	
8103-69	Inspector of Pier Bldg.	(2760) 3410	Howard H. Schwarting		4/20/31	
8103-97	Foreman Laborer	(2520) 3170	Elliott D. Haenlein		10/21/35	
8103-106	Watchman	(1200) 1860	Edward A. Curran*		1/20/47	Prov. Sub. for S. Curley—L. O. A.
8103-107	Watchman	(1320) 1980	Louis A. Saunders*		1/ 9/47	
8103-108	Watchman	(1200) 1860	Joseph J. Whitney*		1/20/47	
8106-24	Ticket Agent	(1440) 2100	Edward Maxner*		2/25/46	Ferry Bureau Emp.
8108-3	Carpenter (250D)	$4.70 day	Frederick W. Bell		9/20/44	

SPECIAL SCHEDULE

16	Jr. Civil Engineer	(2700) 3350	John J. Foley		5/22/45	
19	Civil Eng. Draftsman	(2940) 3590	George P. Secor		3/16/46	
21	Jr. Civil Engineer	(2700) 3350	George H. Flanagan		6/19/44	
22	Jr. Civil Engineer	(2700) 3350	James F. Rigney		6/ 2/36	
23	Jr. Civil Engineer	(2700) 3350	Robert J. Kane		9/16/39	
24	Inspector of Pier Bldg.	(2820) 3470	Osgood T. Barnes		4/ 2/32	
24	Inspector of Pier Bldg.	(2820) 3470	Arthur L. Walsh		4/ 2/36	
30	Stenographer	(2760) 3410	Juliet I. Graham		4/26/22	

Note: * Indicates Provisional Employee.

April 30, 1947

3

THE CITY OF NEW YORK

and

THE PORT OF NEW YORK AUTHORITY

FIRST SUPPLEMENTAL AGREEMENT
WITH RESPECT TO
MUNICIPAL AIR TERMINALS

Dated May 26, 1949

5

FIRST SUPPLEMENTAL AGREEMENT

WITH RESPECT TO

MUNICIPAL AIR TERMINALS

THIS AGREEMENT (hereinafter called "First Supplemental Agreement"), made as of the 26th day of May, 1949 by and between THE CITY OF NEW YORK, a municipal corporation of the State of New York with its principal office at the City Hall in the Borough of Manhattan, City of New York (hereinafter called "the City"), and THE PORT OF NEW YORK AUTHORITY, a body corporate and politic, created by compact between the States of New York and New Jersey with the consent of Congress, with its office at No. 111 Eighth Avenue, Borough of Manhattan, City of New York (hereinafter called "the Port Authority"):

W I T N E S S E T H :

WHEREAS, under date of April 17, 1947 the City and the Port Authority entered into an Agreement (hereinafter called "Original Agreement") with respect to municipal air terminals, the execution of which by the City was authorized by resolution duly adopted by its Board of Estimate on the 17th day of April, 1947 (Cal. No. 5) and the execution of which by the Port Authority was authorized by resolution duly adopted by its Board of Commissioners on the 17th day of April, 1947, and

WHEREAS, by said Original Agreement the City demised to the Port Authority the premises, among others, shown in green on the Map designated "Map II" annexed to said Original Agreement, and

WHEREAS, the Port Authority desires and is willing to release and surrender unto the City as of the date hereof two certain portions of said premises more particularly described hereinafter, and the City is willing to accept such release and surrender;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the City and the Port Authority hereby mutually undertake, promise and agree each for itself and its successors and assigns, that said Original Agreement shall be and it hereby is supplemented, amended and modified as follows:

1. The Port Authority hereby gives up, grants, yields and surrenders unto the City, and the City hereby accepts the surrender of those two certain portions of the premises demised as aforesaid as are colored in blue on the Map annexed hereto and marked "Supplemental Map II" and all the estate, right, title, interest, term of years, property, claim and demand whatsoever of the Port Authority of, in, to or out of the same to the intent and purpose that the said term in said two certain portions of said premises as are colored in blue on the aforesaid Supplemental Map II may be wholly merged, extinguished, determined and excluded from

said lease.

TO HAVE AND TO HOLD said premises herein surrendered unto the City, its successors and assigns forever, provided, that until the expiration or sooner termination of the Original Agreement, the premises herein surrendered shall be held by the City for street purposes and for no other purpose or purposes whatsoever.

2. Except as herein modified, the Original Agreement shall continue to remain in full force and effect without reduction in rent by reason of the reduction of the demised premises affected by this First Supplemental Agreement.

IN WITNESS WHEREOF, the City has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Mayor; and the Port Authority has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Executive Director, the day and year first above written.

ATTEST:

/s/ William A. Carroll
First Deputy and Acting City Clerk

CITY OF NEW YORK

By /s/ William O'Dwyer
Mayor

ATTEST:

Joseph G. Carty

THE PORT OF NEW YORK AUTHORITY

By Austin J. Tobin
Executive Director

APPROVED AS TO FORM:

R.C.S. Leander I. Shelley
General Counsel

H.E. O'D. Charles F. Preusse
S. A. Acting Corporation Counsel

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss. Ex.1
CITY OF NEW YORK)

On this 10th day of June, 1949, before me personally came, William A. Carroll, with whom I am personally acquainted and known to me to be the First Deputy and Acting CITY CLERK of THE CITY OF NEW YORK, who, being by me duly sworn, did depose and say that he resides at
that he is the First Deputy and Acting CITY CLERK OF THE CITY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation (the corporation described in and which executed the foregoing instrument); that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Estimate, and that he signed his name thereto as First Deputy and Acting CITY CLERK by like authority; and further that he knows and is acquainted with WILLIAM O'DWYER, and knows him to be the person described in and who as MAYOR OF THE CITY OF NEW YORK executed the said instrument; that he saw him subscribe, execute and deliver the same, and that he acknowledged to him; the said William A. Carroll, that he executed and delivered the same, and he the said William A. Carroll thereupon subscribed his name thereto.

/s/ Joseph A. Fanelli
JOSEPH A. FANELLI
Commissioners of Deeds, City of New York
New York County Clerk's No. 57
Commission Expires March 15, 1951

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

On this 6th day of June, 1949, before me personally came and appeared AUSTIN J. TOBIN, to me known, who, being by me duly sworn did depose and say that he resides at
that he is the Executive Director of THE PORT OF NEW YORK AUTHORITY, a body corporate and politic, created by Compact between the States of New York and New Jersey, with the consent of Congress, described in and which executed the foregoing instrument; that he knows the seal of THE PORT OF NEW YORK AUTHORITY aforesaid; that the seal affixed to said instrument is such seal; that it was so affixed by order of the Commissioners of THE PORT OF NEW YORK AUTHORITY, and that he signed his name thereto by like order.

/s/ Marguerite F. Nielsen
MARGUERITE F. NIELSEN
NOTARY PUBLIC, State of New York
Residing in Kings County
Kings Co. Clk's No. 39, Reg.No. 157-N-O
Certificates Filed In
N.Y.Co. Clk's No. 46,Reg.No. 252-N-O
Commission Expires March 1950

SECURITY DRAWINGS – Ex. (4)

THE CITY OF NEW YORK

and

THE PORT OF NEW YORK AUTHORITY

Second Supplemental Agreement

with respect to

Municipal Air Terminals

DATED November 7th, 1952

23

Agreement (hereinafter called "Second Supplemental Agreement") made as of this 7th day of November, 1952, by and between THE CITY OF NEW YORK, a municipal corporation of the State of New York, with its principal office at the City Hall in the Borough of Manhattan, City of New York (hereinafter called the "City"), and THE PORT OF NEW YORK AUTHORITY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of Congress, with its office at 111 Eighth Avenue, Borough of Manhattan, City of New York (hereinafter called the "Port Authority"),

WITNESSETH:

WHEREAS, under date of April 17, 1947 the City and the Port Authority entered into an Agreement With Respect To Municipal Air Terminals (hereinafter called "Original Agreement"), the execution of which by the City was authorized by resolution duly adopted by its Board of Estimate on the 17th day of April, 1947 (Cal. No. 5) and the execution of which by the Port Authority was authorized by resolution duly adopted by its Board of Commissioners on the 17th day of April, 1947, and

WHEREAS, under date of May 26, 1949 the City and the Port Authority entered into an agreement (called "First Supplemental Agreement") modifying and supplementing said Original Agreement, the execution of said First Supplemental Agreement by the City having been authorized by resolution duly adopted by its Board of Estimate on the 26th day of May, 1949 (Cal. No. 137) and the execution thereof by the Port Authority having been authorized by resolution duly adopted by its Board of Commissioners on the 12th day of May, 1949, and

WHEREAS, it is necessary and mutually desirable that certain of the terms, conditions and provisions of said Original Agreement should be further modified, amended and supplemented,

NOW, THEREFORE, for and in consideration of the agreements and covenants herein contained, the City and the Port Authority hereby mutually undertake, promise and agree each for itself and its successors and assigns that said Original Agreement shall be and it hereby is supplemented and amended as follows:

1. DEFINITIONS

Except as hereinafter expressly provided, any words or phrases used in this Second Supplemental Agreement and specially defined in the Original Agreement shall be read and construed in accordance with the definition in the Original Agreement.

85

2. SUBSTITUTED SCHEDULE A

The schedule annexed hereto marked "Substituted Schedule A" shall be and it hereby is substituted in the place and stead of the schedule marked "Schedule A" annexed to said Original Agreement. Wherever in said Original Agreement reference is made to Schedule A, such reference shall be construed to refer to said Substituted Schedule A.

3. LA GUARDIA AIRPORT—AREA A—SURRENDER OF PORTION OF DEMISED PREMISES

The Port Authority hereby gives up, grants, yields and surrenders unto the City and the City hereby accepts the surrender of the portion of the demised premises shown colored in red and by hatching on the map of La Guardia Airport annexed hereto and marked "Supplemental Map I", dated August 8, 1952, and all the estate, right, title, interest, terms of years, property, claim and demand whatsoever of the Port Authority of, in, to or out of the same, to the intent and purpose that the said term in said portion of the demised premises shown colored in red and by hatching on the aforesaid Supplemental Map I may be wholly merged, extinguished, determined and excluded from the Original Agreement, to have and to hold said premises herein surrendered unto the City, its successors and assigns forever, *subject, however,* during the term for which the demised premises were leased, to the provisions of section 24 of said Original Agreement.

4. SURRENDER OF PORTIONS OF DEMISED PREMISES—NEW YORK INTERNATIONAL AIRPORT —BOUNDARY STREETS

The Port Authority hereby gives up, grants, yields and surrenders unto the City and the City hereby accepts the surrender of the portion of the demised premises shown colored in red on the map of New York International Airport annexed hereto and marked "Supplemental Map II-A", dated August 8, 1952, and all the estate, right, title, interest, term of years, property, claim and demand whatsoever of the Port Authority of, in, to and out of the same, to the intent and purpose that the said term in said portion of the demised premises shown colored in red on said Supplemental Map II-A may be wholly merged, extinguished, determined and excluded from the original lease agreement, to have and to hold said premises herein surrendered unto the City, its successors and assigns forever, *provided,* that during the term for which the demised premises are leased, said premises herein surrendered shall be held by the City for street purposes and for no other purpose or purposes whatsoever, and *provided, further,* that the Port Authority shall have the right to the maintenance therein and thereunder of utility facilities heretofore installed by the Port Authority.

5. Reduction in Size of Parcel 6—New York International Airport

The City is hereby relieved and discharged of its obligation under the Original Agreement to acquire by condemnation on or before January 1, 1951 the parcel designated as "6" on Map II annexed to the Original Agreement. In lieu thereof the City agrees to acquire the parcel designated as "6" and shown colored in yellow and by hatching on Supplemental Map II-A, annexed hereto, by condemnation on or before July 1, 1953. Upon the vesting of title thereto in the City, said Parcel 6 on Supplemental Map II-A shall become a part of the demised premises and shall be subject to all the terms and conditions of the Original Agreement. There shall be no reduction in rent or in the Port Authority's obligation under Paragraph 19 of the Original Agreement by reason of the reduction in size of Parcel 6 as herein provided.

6. Nassau Expressway—New York International Airport

There is shown on Map II annexed to the Original Agreement, marked "Future Nassau Expressway", a strip which, under the last paragraph of Section 2 of said Original Agreement, was reserved for construction of such expressway subject to certain conditions and provisions. The City by resolution duly adopted by its Board of Estimate on January 11, 1951 (Calendar No. 118) having now approved the General (First Phase) Plan for Nassau Expressway which provides for a substantially different alignment than was contemplated at the time of the Original Agreement, the following provision is hereby substituted in place and stead of the provision set forth in the aforesaid last paragraph of Section 2 of the Original Agreement:

"If within ten (10) years from the date of this Second Supplemental Agreement the construction of Nassau Expressway has been authorized and actually started, the Port Authority hereby consents to the reduction of the demised premises to the extent of the strip shown colored in orange and by hatching on Supplemental Map II-A annexed hereto, *provided*, that said strip shall be held by the City, for and during the term for which the demised premises are leased, for street, park or expressway purposes and for no other purpose or purposes whatsoever, and *provided, further*, that access between the expressway and the demised premises shall be provided at the two points designated as "Access No. 1" and "Access No. 2" on said Supplemental Map II-A and that traffic interchange facilities between said Expressway, the intersecting streets and the demised premises shall be provided at the two points designated as "Traffic Interchange No. 1" and "Traffic Interchange No. 2" on said Supplemental Map II-A. The Port Authority shall have the right to maintain in and under said Expressway utility facilities theretofore installed by the Port Authority, and all work of protecting in place and relocating such utility facilities by reason of the Expressway construction shall be done without cost or expense to the Port Authority."

7. SERVICE ROAD—LA GUARDIA AIRPORT

Paragraph 34 of the Original Agreement is hereby rescinded.

8. LEASE OF ADDITIONAL DEMISED PREMISES—LA GUARDIA AIRPORT—BOAT BASIN

The City hereby demises and leases to the Port Authority and the Port Authority does hereby hire and take from the City, for air terminal purposes and for purposes incidental thereto, the additional lands shown colored in green and by hatching on the map of La Guardia Airport annexed hereto marked "Supplemental Map I" (said additional lands being hereinafter called "the Boat Basin"), to have and to hold unto the Port Authority from the date of this Second Supplemental Agreement until the expiration or sooner termination of the Original Agreement, subject to all the terms, covenants and conditions set forth in said Original Agreement and subject also to the following terms and conditions:

(a) Upon the commencement of the letting hereunder the Port Authority shall proceed promptly to landscape the area along Grand Central Parkway between the Parkway pavement and the southerly boundary line of the Boat Basin with screen planting satisfactory to the Department of Parks of the City, and the Port Authority shall assume the cost of such initial landscaping up to but not exceeding $33,000.00. Thereafter, such landscaping shall be maintained by the Department of Parks of the City.

(b) The Port Authority shall not place fill in or upon the Boat Basin or erect bulkheads thereon or therein except in accordance with plans approved by the Department of Parks of the City prior to the commencement of the work. If any such filling operation is undertaken by the Port Authority, the entire channel between the Boat Basin and Flushing Bay and all of the Boat Basin (including the portion of the Boat Basin not included in this letting) shall be filled. If any such filling operation is undertaken by the Port Authority, the Port Authority shall also construct a sewer in the aforesaid channel at its own cost and expense and in accordance with plans and specifications approved by the President of the Borough of Queens, the Chief Engineer of the Board of Estimate and the Park Department of the City. Unless and until the Port Authority constructs a sewer in the channel as provided hereinabove, the Port Authority shall keep the drainage channel open to carry the run-off from Jackson Creek into Flushing Bay.

9. NEW CITY SEWER CONSTRUCTION

The parties recognize that during the term for which the demised premises are leased the City may find it necessary, not only to maintain existing sewers as authorized by paragraph 13 of the Original Agreement, but also to construct and maintain

88

new sewers within the demised premises to serve areas or property without the demised premises. The Port Authority has no objection to the construction and maintenance of such new sewers by the City provided they will not in any way interfere with or affect the safe and efficient operation or future development of the demised premises by the Port Authority. Accordingly, it is agreed that in the event the City determines that it is necessary to construct any new sewer within the demised premises, the City may do so, and shall have the right to maintain the same, subject to the provisions of paragraph 13 of the Original Agreement and also subject to the prior approval of the Port Authority as to the proposed location, *provided* that the work shall be done without cost or expense to the Port Authority in accordance with plans and specifications approved by the Chief Engineer of the Port Authority. All such work shall be done so as to assure the safe and efficient operation of the airport and, to that end only, the Port Authority shall supervise the work.

In Witness Whereof, the City has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Mayor; and the Port Authority has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Executive Director, the day and year first above written.

Attest:

(SEAL)

City Clerk
MURRAY W. STAND

The City of New York

Mayor
VINCENT R. IMPELLITTERI

Attest:

JOSEPH G. CARTY
Secretary (SEAL)

The Port of New York Authority

AUSTIN J. TOBIN
Executive Director

Approved as to form

DENIS M. HURLEY
Corporation Counsel
SWA EAW

Approved as to form

SIDNEY GOLDSTEIN
General Counsel
RCS

84

Ex.1

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

On the 7th day of November, 1952, before me came AUSTIN J. TOBIN, to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Executive Director of THE PORT OF NEW YORK AUTHORITY, the corporation described in, and which executed, the foregoing instrument; that he 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 Commissioners of said corporation; and that he signed his name thereto by like order.

JOHN J. COLLINS

SEAL

JOHN J. COLLINS
Notary Public, State of New York
No. 24-5765210
Qualified in Kings County
Certificates filed in the following offices:
New York, Bronx, Queens, Richmond, Nassau
and Westchester County Clerks
New York and Queens County Registers
Term Expires March 30, 1954

State of New York)
City of New York : ss:
County of New York)

On this 7th day of November, 1952, before me personally came MURRAY W. STAND, with whom I am personally acquainted, and known to me to be the City Clerk of The City of New York, who being by me duly sworn, did depose and say that he resides at that he is the City Clerk of The City of New York, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed as provided by law, and that he signed his name thereto as City Clerk by like authority, and further, that he knows and is acquainted with VINCENT R. IMPELLITTERI, and knows him to be the person described in and who, as Mayor of The City of New York, executed the said instrument; that he saw him subscribe, execute and deliver the same, and that he acknowledged to him, the said MURRAY W. STAND, that he executed and delivered the same, and he, the said MURRAY W. STAND thereupon subscribed his name thereto.

Meyer Slifkin

MEYER SLIFKIN
Notary Public, State of New York
No. 24-9042400
Qualified in Kings County
Certificates filed with
New York & Bronx County Clerks
Kings, N.Y., Bronx and Queens Register
Term expires March 30, 1954

90

SECURITY DRAWINGS – Ex. (4)

SUBSTITUTED SCHEDULE A

ITEM 1

All that certain piece or parcel of land and premises, situate, lying and being *in the Borough and County of Queens, in the City and State of New York, between* 123rd Street and College Point Causeway, between 28th Avenue and 30th Avenue, more particularly bounded and described as follows:

Beginning at a point which is the intersection of the southwesterly line of College Point Causeway (100.00 feet width) with the westerly line of 124th Street (60.00 feet width) as said Causeway and Street are shown on the "Map showing Street system for the territory designated as Section 54 of the Final Maps of the Borough of Queens" which map was adopted by the Board of Estimate and Apportionment of the City of New York on September 27, 1918 and running thence (1) Southwardly, along said westerly line of 124th Street and along a line which makes an interior angle of 139°-11′-36.0″ with course numbered five (5) hereinafter described in this description, 78.81 feet; thence (2) Westwardly, at right angles to the preceding course, 189.73 feet to the easterly line of 123rd Street (60.00 feet width) as shown on said adopted map; thence (3) Northwardly, along said easterly line of 123rd Street, at right angles to the preceding course, 132.46 feet; thence (4) Eastwardly, at right angles to the preceding course, 143.41 feet to said southwesterly line of College Point Causeway; thence (5) Southeastwardly, along said southwesterly line of College Point Causeway and along a line which makes an interior angle of 130°-48′-24.0″ with the preceding course, 70.88 feet to the point and place of beginning, containing 23,889 square feet.

ITEM 2

All those four (4) pieces or parcels of land and premises situate, lying and being in the Borough and County of Bronx, in the City and State of New York on Rikers Island, more particularly bounded and described as follows:

Parcel 1

Beginning at a point, the coordinates of which are South 23241.84, East 21440.64 and running thence (1) North 56°-55′-35″ East, 250.0 feet to a point, the coordinates of which are South 23105.41, East 21650.14; thence (2) Southeastwardly, at right angles to the preceding course, 250.0 feet to a point, the coordinates of which are South 23314.90, East 21786.56; thence (3) Southwestwardly, at right angles to the preceding course, 250.0 feet to a point, the coordinates of which are South 23451.33, East 21577.07; thence (4) Northwestwardly, at right angles to the preceding course, 250.0 feet to the point and place of beginning. The area whereof is 62,500 square feet or 1.4348 Acres.

35

Parcel 2

Beginning at a point, the coordinates of which are South 23594.70, East 21758.09 and running thence (1) North 56°-55′-35″ East, 200.0 feet to a point the coordinates of which are South 23485.56, East 21925.69; thence (2) Southeastwardly, at right angles to the preceding course, 200.0 feet to a point, the coordinates of which are South 23653.15, East 22034.83; thence (3) Southwestwardly, at right angles to the preceding course, 200.0 feet to a point the coordinates of which are South 23762.30, East 21867.24; thence (4) Northwestwardly, at right angles to the preceding course, 200.0 feet to the point and place of beginning. The area whereof is 40,000 square feet or 0.9183 Acres.

Parcel 3

Beginning at a point, the coordinates of which are South 23189.48, East 21925.10 and running thence (1) North 56°-55′-35″ East, 200.0 feet to a point, the coordinates of which are South 23080.33, East 22092.70; thence (2) Southeastwardly, at right angles to the preceding course, 200.0 feet to a point, the coordinates of which are South 23247.93, East 22201.84; thence (3) Southwestwardly, at right angles to the preceding course, 200.0 feet to a point, the coordinates of which are South 23357.07, East 22034.25; thence (4) Northwestwardly, at right angles to the preceding course, 200.0 feet to the point and place of beginning. The area whereof is 40,000 square feet or 0.9183 Acres.

Parcel 4

Beginning at a point, the coordinates of which are South 23766.11, East 22408.39 and running thence (1) North 56°-55′-35″ East, 250.0 feet to a point, the coordinates of which are South 23629.68, East 22617.89; thence (2) Southeastwardly, at right angles to the preceding course, 250.0 feet to a point, the coordinates of which are South 23839.18, East 22754.32; thence (3) Southwestwardly, at right angles to the preceding course, 250.0 feet to a point, the coordinates of which are South 23975.61, East 22544.82; thence (4) Northwestwardly, at right angles to the preceding course, 250.0 feet to the point and place of beginning. The area whereof is 62,500 square feet or 1.4348 Acres.

The coordinates and bearings mentioned in the four (4) parcels hereinabove described in this item refer to the rectangular system of coordinates established by the Topographical Bureau of the Borough of Queens, City of New York, grid north being 28°-59′-13.5″ east of true north.

Together with the overhead, surface, sub-surface and sub-marine easements necessary for the operation, maintenance, repair and reconstruction of the power

96

and telephone lines and ducts required for the proper operation of the facilities lying within the above described parcels and all accessories thereto.

Together with the right of access thereto.

ITEM 3

All that certain piece or parcel of land and premises, situate, lying and being in the Borough and County of Bronx, in the City and State of New York, between Havemeyer and Zerega Avenues and between Randall and Seward Avenues, more particularly bounded and described as follows:

Beginning at a point which is the intersection of the easterly line of Havemeyer Avenue (legally opened 80 feet in width) with the northerly line of Randall Avenue (legally opened 80 feet in width) and running thence (1) Northwardly, along said easterly line of Havemeyer Avenue, 700.00 feet to the southerly line of Seward Avenue (80 feet in width as laid out on the City Plan and not legally opened); thence (2) Eastwardly, along said southerly line of said Seward Avenue, 780.08 feet to the westerly line of Zerega Avenue (legally opened to 80 feet in width); thence (3) Southwardly, along said westerly line of Zerega Avenue aforesaid, 700.00 feet to said northerly line of Randall Avenue; thence (4) Westwardly, along said northerly line of Randall Avenue, 780.08 feet to the point and place of beginning. The area whereof is 546,056 square feet or 12.54 Acres.

ITEM 4

All that certain piece or parcel of land and premises situate, lying and being in the Borough and County of Queens, in the City and State of New York, on Rulers Bar Hassock, more particularly bounded and described as follows:

Beginning at a point in the westerly line of Cross Bay Boulevard, as laid down on Alteration Map 2746 of the Borough of Queens, adopted by the Board of Estimate and Apportionment of the City of New York on April 11, 1940, 114.00 feet in width at this location, the coordinates of said point being South 67347.661, East 63349.321, and running thence (1) Southeastwardly, along said westerly line of Cross Bay Boulevard, 2700.00 feet to a point therein, the coordinates of which are South 69374.488, East 65133.129; thence (2) Southwestwardly, at right angles to the preceding course, 300.00 feet to a point the coordinates of which are South 69572.689, East 64907.926; thence (3) Northwestwardly, at right angles to the preceding course, 2700.00 feet to a point the coordinates of which are South 67545.862, East 63124.118; thence (4) Northeastwardly, at right angles to the preceding course and at right angles to course numbered one (1) hereinabove described in this description, 300.00 feet to the point and place of beginning. The area whereof is 810,000 square feet or 18.595 acres.

97

The coordinates hereinabove mentioned in the description in this item refer to the rectangular system of coordinates established by the Topographical Bureau of the Borough of Queens, City of New York, grid north being 28°-59′-13.5″ east of true north.

ITEM 5

All that certain piece or parcel of land and premises, situate, lying and being in the Borough and County of Queens, in the City and State of New York, between 55th Avenue and 55th Drive produced eastwardly and between 48th Street and 50th Street.

Beginning at a point which is the corner formed by the intersection of the southerly line of 55th Avenue (widened to 70 feet width) with the easterly line of 48th Street (60 feet width) and running thence (1) North 76°-49′-45″ East, along said southerly line of 55th Avenue aforesaid, 379.66 feet to the corner formed by the intersection of said southerly line of 55th Avenue aforesaid with the westerly line of 50th Street (70 feet width); thence (2) Southeastwardly, along said westerly line of 50th Street aforesaid and along a line which makes an interior angle of 99°-23′-15.8″ with the preceding course, 415.98 feet to the prolongation westwardly of the northerly line of 55th Drive (60 feet width); thence (3) Southwestwardly, along said northerly line of 55th Drive aforesaid and along a line which makes an interior angle of 80°-43′-20.7″ with the preceding course, 447.51 feet to said easterly line of 48th Street; thence (4) Northwestwardly, along said easterly line of 48th Street aforesaid and along a line which makes an interior angle of 89°-53′-23.5″ with the preceding course, at right angles to said southerly line of 55th Avenue aforesaid, 411.27 feet to the point and place of beginning, containing 169,931 square feet or 3.90 acres.

The bearing hereinabove mentioned in the description of this item refers to grid north established by the Topographical Bureau of the Borough of Queens, City of New York, grid north being 28°-59′-13.5″ east of true north.

The streets and avenues referred to hereinabove in this description are laid down on Alteration Map 3405 in a Communication to the Board of Estimate and Apportionment on February 2, 1950 and referred to the Planning Commission of the City of New York on February 9, 1950.

ITEM 6

All that certain piece or parcel of land and premises situate, lying and being in the Borough and County of Queens, in the City and State of New York, on Rulers Bar Hassock in Jamaica Bay, more particularly bounded and described as follows:

Beginning at a point in the southwesterly line of Cross Bay Boulevard (114.00 feet width), the coordinates of said point being South 70230.16, East 65948.36 and run-

98

ning thence (1) Southeastwardly, along said southwesterly line of Cross Bay Boulevard and along the arc of a circle of 4557.00 feet radius, the center of said arc lying to the northeast, said arc being subtended by a central angle of 4°-09′-22.8″, the tangent to said arc making an interior angle of 87°-52′-36.6″ with course numbered four (4) hereinafter described in this description at its intersection with said course numbered four (4), an arc distance of 330.57 feet to a point on an arc in said southwesterly line of Cross Bay Boulevard, the coordinates of said point being South 70435.28, East 66207.50; thence (2) Southwestwardly, along a line which makes an interior angle of 87°-43′-24.6″ with the tangent to the preceding arc at its intersection therewith, 300.00 feet to a point the coordinates of which are South 70669.86, East 66020.49; thence (3) Northwestwardly, along a line which makes an interior angle of 90°-11′-55.2″ with the preceding course, 329.23 feet to a point the coordinates of which are South 70465.53, East 65762.35; thence (4) Northeastwardly, along a line which makes an interior angle of 90°-02′-40.8″ with the preceding course, 300.00 feet to the point and place of beginning. The area whereof is 98,299 square feet or 2.257 Acres.

The coordinates and bearings hereinabove mentioned in the description in this item refer to the rectangular system of coordinates established by the Topographical Bureau of the Borough of Queens, City of New York, grid north being 28°-59′-13.5″ east of true north.

Together with the overhead, surface and sub-surface easements necessary for the operation, maintenance, repair and reconstruction of the power and telephone lines and ducts required for the proper operation of the facilities lying within the above described parcel and all accessories thereto.

Said Cross Bay Boulevard being laid down on Alteration Map 2746, adopted by the Board of Estimate and Apportionment of the City of New York on April 11, 1940.

ITEM 7

Parcels for Piers:

A permit for the construction, reconstruction, maintenance, repair and operation of a pier for approach lighting to Runway "C" at New York International Airport in Jamaica Bay, in the Borough and County of Queens, in the City and State of New York in that area more particularly bounded and described as follows:

Pier for Approach Lighting to Runway "C" at New York International Airport

Beginning at a point in the proposed U. S. Pierhead and Bulkhead Line, distant 74.83 feet northwestwardly from the center line of Runway "C" at New York International Airport as aforesaid, measured at right angles thereto, the coordinates of said point being South 61273.932, East 71521.607, and running thence (1) South

99

31°-39′-00″ West parallel with said center line of said Runway "C" distant 74.83 feet northwestwardly therefrom as aforesaid, parallel with the center line of the Pier for Approach Lighting to said Runway "C", distant 50.00 feet southeastwardly therefrom measured at right angles thereto, 1908.81 feet to a point the coordinates of which are South 62898.844, East 70519.999; thence (2) North 58°-21′-00″ West, at right angles to the preceding course, 100.00 feet to a point the coordinates of which are South 62846.371, East 70434.872, said point being distant 50.00 feet northwestwardly from said center line of said Pier aforesaid, measured at right angles thereto; thence (3) North 31°-39′-00″ East, parallel with said center line of said Pier and distant 50.00 feet northwestwardly therefrom as aforesaid, at right angles to the preceding course, 1852.51 feet to a point in said U. S. Pierhead and Bulkhead Line, the coordinates of said point being South 61269.388, East 71406.936; thence (4) South 87°-43′-49.2″ East, along said U. S. Pierhead and Bulkhead Line aforesaid, 114.76 feet to the point and place of beginning. The area whereof is 183,066 square feet or 4.203 Acres.

A permit for the construction, reconstruction, maintenance, repair and operation of piers for approach lighting to Runway "V" and Middle Marker at New York International Airport in Jamaica Bay, in the Borough and County of Queens, in the City and State of New York in all those areas more particularly bounded and described as follows:

Piers for Approach Lighting to Runway "V" at New York International Airport

Beginning at a point in the proposed U. S. Pierhead and Bulkhead Line, the coordinates of said point being South 61413.92, East 75053.66 and running thence (1) South 87°-43′-49.2″ East along said Pierhead and Bulkhead Line, 320.00 feet to a point therein the coordinates of which are South 61426.59, East 75373.41; thence (2) South 0°-51′-00″ East, 1679.51 feet to a point the coordinates of which are South 63105.92, East 75398.33; thence (3) North 89°-15′-26.6″ West, 440.53 feet to a point the coordinates of which are South 63100.21, East 74957.83; thence (4) North 4°-09′-00″ East, 1082.78 feet to a point the coordinates of which are South 62020.28, East 75036.19; thence (5) North 1°-39′-00″ East, 606.60 feet to the point and place of beginning. The area whereof is 625,675 square feet or 14.36 Acres.

Middle Marker Parcel

Beginning at a point in Jamaica Bay the coordinates of which are South 63885.25, East 75113.16 and running thence (1) South 88°-21′-00″ East, 100.00 feet to a point the coordinates of which are South 63888.13, East 75213.12; thence (2) South 1°-39′-00″ West, 100.00 feet to a point the coordinates of which are South 63988.09, East 75210.24; thence (3) North 88°-21′-00″ West, 100.00 feet to a point the coordinates of

10

which are South 63985.21, East 75110.28; thence (4) North 1°-39'-00" East, 100.00 feet to the point and place of beginning. The area whereof is 10,000 square feet or 0.23 Acres.

Together with the necessary rights for a sub-marine cable extending from the Parcel entitled "Pier for Approach Lighting to Runway 'V' at New York International Airport" to the Parcel entitled "Middle Marker Parcel".

The coordinates and bearings hereinabove mentioned in the description in this item refer to the rectangular system of coordinates established by the Topographical Bureau of the Borough of Queens, City of New York, grid north being 28°-59'-13.5" east of true north.

ITEM 8

All that certain plot, piece or parcel of land, situate, lying and being in the Fifth Ward of the Borough and County of Queens, City and State of New York, bounded and described as follows:

Beginning at the northeasterly corner of Barbadoes Basin, as same is determined by the United States Pierhead and Bulkhead lines, running thence along the northerly line of Barbadoes Basin, as so determined, North 57 degrees, 21 minutes West 1039.70 feet, thence continuing along same, North 46 degrees, 27 minutes West 416 feet to the bulkhead of Brant Channel or Jamaica Bay, thence along said last mentioned bulkhead the following courses and distances, (1) North 8 degrees, 47 minutes East 21 feet, (2) North 35 degrees, 30 minutes East 880 feet, (3) North 77 degrees 7 minutes East 44.50 feet, (4) South 50 degrees, 54 minutes East 808.70 feet, (5) South 21 degrees, 6 minutes East 255.90 feet, (6) South 3 degrees, 6 minutes West 228.60 feet, (7) South 70 degrees, 14 minutes West 168 feet to the corner of a basin, running thence southwesterly through a point on the northeasterly side of Amstel Boulevard (60 feet wide) which point is distant 30.08 feet southeasterly from the corner formed by the intersection of the southeasterly side of Crugers Road with the northeasterly side of Amstel Boulevard, to a point in the centre line of said Amstel Boulevard, thence southeasterly along said centre line of said Amstel Boulevard to a point where same is intersected by a line drawn northerly at right angles to the southerly side of Amstel Boulevard (80 feet wide) from a point thereon distant 161.86 feet westerly from the westerly side of Beach 75th Street; thence southerly at right angles to the southerly side of Amstel Boulevard (80 feet wide) 40 feet more or less to a point thereon distant 161.86 feet westerly from the westerly side of Beach 75th Street and running thence southerly 158.85 feet to the point or place of beginning.

Together with all right, title and interest of the City of New York of, in and to the land lying in the bed of streets in front of and adjoining the above-described

101

premises to the center lines thereof. Together with all of the right, title and interest of the City of New York of, in and to the lands under the waters of Brant Channel and Jamaica Bay, in front of and adjacent to the above described premises, so far as said right, title and interest may extend.

Together with the overhead, surface and sub-surface easements necessary for the operation, maintenance, repair and reconstruction of the power and telephone lines, ducts and other utilities required for the proper operation of the facilities lying within the above described parcel and all accessories thereto.

ITEM 9

All those perpetual overhead, surface and sub-surface easements necessary for the proper operation, maintenance and repair of Lights to Guide Aircraft approaching LaGuardia Field, situate, lying and being in the Borough and County of Queens, in the City and State of New York, within the following described parcels:

Parcel 1 (Poles I, 12, J, K, 13, L, M, 14, N, O, 15, P, Q, R, S and T with sub-surface cables in bed of 25th Avenue)

Beginning at a point in the easterly line of 77th Street, distant 168.55 feet northwardly thereon from the corner formed by the intersection of said easterly line of 77th Street with the northerly line of 30th Avenue and running thence (1) Northwardly, along said easterly line of 77th Street, and along a line which makes an interior angle of 40°-00′-00″ with course numbered eight (8) hereinafter described in this description, 7.78 feet; thence (2) Northeastwardly, along a line which makes an interior angle of 140°-00′-00″ with the preceding course, 1005.70 feet to the southwesterly line of lot numbered 22 in block numbered 1043; thence (3) Southeastwardly, along said southwesterly line of said lot numbered 22 aforesaid, and along a line which makes an interior angle of 62°-50′-26.5″ with the preceding course, 5.62 feet to a point distant 184.41 feet northwestwardly measured along said lot line from its intersection with the westerly line of 80th Street, said intersection being distant 101.52 feet northwardly along said westerly line of 80th Street from the corner formed by the intersection of said westerly line of 80th Street with northerly line of 25th Avenue; thence (4) Southwestwardly, parallel with course numbered two (2) hereinabove described in this description and along a line which makes an interior angle of 117°-09′-33.5″ with the preceding course, 419.80 feet to a point distant 20.00 feet northwardly from the southerly line of 25th Avenue, measured at right angles thereto; thence (5) Eastwardly, parallel with said southerly line of 25th Avenue, and along a line which makes an interior angle of 310°-09′-00″ with the preceding course, 341.20 feet to a point in the prolongation of said westerly line of 80th Street; thence (6) Southwardly, along said prolongation of said westerly line of 80th Street

102

at right angles to the preceding course, 5.00 feet; thence (7) Westwardly, parallel to said southerly line of 25th Avenue, distant 15.00 feet northwardly therefrom, measured at right angles thereto, at right angles to the preceding course, 345.40 feet; thence (8) Southwestwardly, parallel with course numbered two (2) hereinabove described in this description and along a line which makes an interior angle of 230°-00′-00″ with the preceding course, 582.80 feet to the point and place of beginning, containing 6,750 square feet more or less or 0.1550 acres.

Together with the right of access to all poles, power lines, lights, ducts and any accessory equipment thereto lying within the above described parcel.

The streets and avenues referred to hereinabove in this description are laid down on the maps showing street system for the territory designated as Sections 8 and 9 of the Final Maps of the Borough of Queens, which maps were adopted by the Board of Estimate and Apportionment of the City of New York on December 12, 1912 and February 8, 1912, respectively.

Parcel 2 (Pole H)

Beginning at a point in the westerly line of 80th Street, distant 275.5 feet southwardly thereon from the corner formed by the intersection of said westerly line of 80th Street with the southerly line of 24th Avenue and running thence (1) Southwardly, along said westerly line of 80th Street, 5.0 feet; thence (2) Westwardly, parallel with said southerly line of 24th Avenue, 37.5 feet; thence (3) Northwardly, parallel with said westerly line of 80th Street, 5.0 feet; thence (4) Eastwardly, parallel with said southerly line of 24th Avenue, 37.5 feet to the point and place of beginning, containing 188 square feet more or less or 0.0043 Acres.

Parcel 3 (Pole 10)

Beginning at a point in the easterly line of 80th Street, distant 94.5 feet southwardly thereon from the corner formed by the intersection of said easterly line of 80th Street with the southerly line of 24th Avenue and running thence (1) Eastwardly, parallel with said southerly line of 24th Avenue, 50.0 feet; thence (2) Southwardly, parallel with said easterly line of 80th Street, 5.0 feet; thence (3) Westwardly, parallel with said southerly line of 24th Avenue, 50.0 feet to said easterly line of 80th Street; thence (4) Northwardly, along said easterly line of 80th Street, 5.0 feet to the point and place of beginning, containing 250 square feet more or less or 0.0057 Acres.

Parcel 4 (Pole E)

Beginning at a point in the southerly line of 24th Avenue, distant 94.0 feet eastwardly thereon from the corner formed by the intersection of said southerly line of 24th Avenue with the easterly line of 80th Street and running thence (1) Eastwardly,

23

along said southerly line of 24th Avenue, 5.0 feet; thence (2) Southwardly, parallel with said easterly line of 80th Street, 58.0 feet; thence (3) Westwardly, parallel with said southerly line of 24th Avenue, 5.0 feet; thence (4) Northwardly, parallel with said easterly line of 80th Avenue, 58.0 feet to the point and place of beginning, containing 290 square feet more or less or 0.0067 Acres.

Together with the right of access to all poles, power lines, lights, ducts and any accessory equipment thereto lying within the above described parcels.

The street and avenue referred to in the descriptions of Parcels 2, 3 and 4 hereinabove are laid down on the "Map showing Street system for the territory designated as Section 8 of the Final Maps of the Borough of Queens," which map was adopted by the Board of Estimate and Apportionment of the City of New York on December 12, 1912.

Parcel 5 (Pole C)

Beginning at a point in the westerly line of 82d Street, distant 105.5 feet northwardly thereon from the corner formed by the intersection of said westerly line of 82d Street with the northerly line of Astoria Boulevard (130 feet width) and running thence (1) Westwardly, at right angles to said westerly line of 82d Street, 95.0 feet; thence (2) northwardly, at right angles to the preceding course 5.0 feet; thence (3) Eastwardly, at right angles to said westerly line of 82d Street, 95.0 feet to said westerly line of 82d Street; thence (4) Southwardly, along said westerly line of 82d Street, 5.0 feet to the point and place of beginning, containing 475 square feet more or less or 0.0109 Acres.

Parcel 6 (Pole 6)

Beginning at a point in the easterly line of 82d Street, distant 80.0 feet Southwardly thereon from the corner formed by the intersection of said easterly line of 82d Street with the southerly line of Grand Central Parkway and running thence (1) Eastwardly, at right angles to said easterly line of 82d Street, 65.0 feet; thence (2) Southwardly, at right angles to the preceding course, 5.0 feet; thence (3) Westwardly, at right angles to said easterly line of 82d Street, 65.0 feet to said easterly line of 82d Street; thence (4) Northwardly, along said easterly line of 82d Street, 5.0 feet to the point and place of beginning, containing 325 square feet more or less, or 0.0075 Acres.

Parcel 7 (Pole A)

Beginning at a point in the southerly line of Grand Central Parkway, distant 96.28 feet westwardly thereon from the corner formed by the intersection of said southerly line of Grand Central Parkway with the westerly line of 83d Street and

10

running thence (1) Southwardly, parallel with said westerly line of 83d Street, 58.48 feet; thence (2) Westwardly, at right angles to the preceding course, 5.0 feet; thence (3) Northwardly, parallel to said westerly line of 83d Street, 57.42 feet to said southerly line of Grand Central Parkway; thence (4) Eastwardly, along said southerly line of Grand Central Parkway, 5.11 feet to the point and place of beginning, containing 290 square feet more or less or 0.0067 Acres.

Together with the right of access to all poles, power lines, lights, ducts and any accessory equipment thereto lying within the above described parcels.

The streets, boulevard and parkway referred to in the descriptions of Parcels 5, 6 and 7 hereinabove are laid down on the "Map showing street system for the territory designated as Section 8 of the Final Maps of the Borough of Queens," which map was adopted by the Board of Estimate and Apportionment of the City of New York on December 12, 1912.

105

THE CITY OF NEW YORK

and

THE PORT OF NEW YORK AUTHORITY

THIRD SUPPLEMENTAL AGREEMENT

With Respect to

MUNICIPAL AIR TERMINALS

Dated May 28, 1956

107

Agreement (hereinafter referred to as "Third Supplemental Agreement") made as of this 28th day of May, 1956, by and between THE CITY OF NEW YORK, a municipal corporation of the State of New York, with its principal office at the City Hall, in the Borough of Manhattan, City of New York (hereinafter referred to as the "City") and THE PORT OF NEW YORK AUTHORITY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of Congress, with its office at 111 Eighth Avenue, Borough of Manhattan, City of New York (hereinafter referred to as the "Port Authority"),

WITNESSETH, That:

WHEREAS, under date of April 17, 1947, the City and the Port Authority entered into an Agreement with respect to Municipal Air Terminals (hereinafter referred to as the "Original Agreement"), the execution of which by the City was authorized by resolution duly adopted by its Board of Estimate on April 17, 1947 (Cal. No. 5), and the execution of which by the Port Authority was authorized by resolution duly adopted by its Board of Commissioners on April 17, 1947, and

WHEREAS, under date of May 26, 1949, the City and the Port Authority entered into an agreement (hereinafter referred to as the "First Supplemental Agreement") modifying and supplementing said Original Agreement, the execution of said First Supplemental Agreement by the City having been authorized by resolution duly adopted by its Board of Estimate on May 26, 1949 (Cal. No. 137) and the execution thereof by the Port Authority having been authorized by resolution duly adopted by its Board of Commissioners on May 12, 1949, and

WHEREAS, under date of November 7, 1952, the City and the Port Authority entered into an agreement (hereinafter referred to as the "Second Supplemental Agreement") modifying and supplementing said Original Agreement, the execution of said Second Supplemental Agreement by the City having been authorized by resolution duly adopted by its Board of Estimate on October 23, 1952 (Cal. No. 27) and the execution thereof by the Port Authority having been authorized by resolution duly adopted by its Board of Commissioners on August 14, 1952, and

WHEREAS, it is necessary and desirable that certain of the terms, conditions and provisions of said Original Agreement should be further modified, amended and supplemented,

Now, Therefore, for and in consideration of the agreements and covenants herein contained the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns that said Original Agreement shall be and it is hereby supplemented and amended as follows:

I. Definitions

Except as hereinafter expressly provided any words or phrases used in this Third Supplemental Agreement and specifically defined in the Original Agreement shall be read and construed in accordance with the definition in the Original Agreement.

II. Discharge of Obligation of City to Acquire Parcel 6—New York International Airport

The City is hereby wholly relieved and discharged of its obligation under the Original Agreement, as modified by the Second Supplemental Agreement, to acquire by condemnation the parcel designated as "6" and shown colored in yellow and by hatching on Supplemental Map II-A annexed to the Second Supplemental Agreement. There shall be no reduction in rent or in the Port Authority's obligation under paragraph 19 of the Original Agreement by reason of this discharge and release of the above described obligation of the City.

III. Nassau Expressway—New York International Airport

Section 2 of the Original Agreement as amended and supplemented by the Second Supplemental Agreement is hereby amended by substituting the following in the place and stead of the last paragraph thereof:

> "If within ten (10) years from the date of the Second Supplemental Agreement the construction of Nassau Expressway has been authorized and actually started the Port Authority hereby consents to the reduction of the demised premises to the extent of the strip shown colored in orange and by hatching on Supplemental Map II-A annexed to the said Second Supplemental Agreement, *provided*, that said strip shall be held by the City for and during the term for which the demised premises are leased, for street, park or expressway purposes and for no other purpose or purposes whatsoever, and *provided, further*, that access between the Expressway and the demised premises shall be provided at the two points designated as 'Access No. 1' and 'Access No. 2' on said Supplemental Map No. II-A and that traffic interchange facilities between said Expressway, the intersecting streets and the demised premises shall be provided at the two points designated as 'Traffic Interchange No. 1' and 'Traffic Interchange No. 2'

on said Supplemental Map II-A. The Port Authority shall have the right at its own cost and expense to install and maintain in and under the Expressway such utility facilities as it shall deem necessary in connection with its use of the demised premises whether the same shall be installed before, during or after the construction of the Expressway, *provided,* that they shall be located therein and thereunder at places agreed upon between the City and the Port Authority and shall be installed pursuant to plans and specifications which shall be subject to approval by the Chief Engineer of the Board of Estimate (which approval shall not be unreasonably withheld), *provided, further,* that the Port Authority shall proceed with the work of installing such utility facilities in such manner as to minimize, as much as it reasonably can, interference with vehicular traffic upon said Expressway and shall, without cost or expense to the City, and with reasonable promptness after the completion of the work of installing such utility facilities, restore to as good a condition as existed immediately prior to the commencement of the work, so much of the improved surface of the Expressway as may be damaged by such work. All work of protecting in place and relocating such utility facilities by reason of the Expressway construction shall be done without cost or expense to the Port Authority."

IV. Substituted Schedule A

The schedule marked "Substituted Schedule A" annexed to the Second Supplemental Agreement is hereby amended and supplemented by adding as Item 10 thereof the "Supplement to Substituted Schedule A" annexed hereto. Whenever in the Original Agreement reference is made to Schedule A, such reference shall be construed to refer to said Substituted Schedule A as amended and supplemented hereby.

V. Surrender of Portion of Demised Premises—New York International Airport—Additional Lands

The Port Authority hereby gives up, grants, yields and surrenders unto the City and the City hereby accepts the surrender of the portion of the demised premises described in the "Supplement to Substituted Schedule A" attached hereto, and all the estate, right, title, interest, term of years, property, claim and demand whatsoever of the Port Authority of, in, to and out of the same, to the intent and purpose that the said term in said portion of the premises herein surrendered may be wholly merged, extinguished, determined and excluded from the original lease agreement, to have and to hold said premises herein surrendered unto the City, its successors and assigns forever, upon the conditions following, to wit: during the term for which the demised premises are leased,

1. the Port Authority and the Civil Aeronautics Administration shall have the right, without cost or expense to the City, to install, maintain, operate, relocate or replace in, under and upon the premises herein surrendered, including any city streets which may be within the boundaries thereof, such approach lighting systems and other aids to avigation and facilities incidental thereto as shall be necessary or desirable in the opinion of the Port Authority for the safe and efficient operation of New York International Airport, at locations therein which the Port Authority shall deem appropriate therefor, and the Port Authority and the Civil Aeronautics Administration, its and their duly designated employees, contractors and agents shall have the right at all times to enter upon the said premises to inspect the condition thereof and to enter thereon with men, equipment, trucks and vehicles in order to effect the installation, repair, replacement, expansion and relocation of such approach lighting systems, other aids to avigation, and facilities incidental thereto; any facilities so installed by the Port Authority shall at all times be maintained by it without cost to the City;

2. the City shall not develop or use the premises herein surrendered nor exercise any right with respect thereto so as to interfere with, impair or obstruct the safe and efficient operation and development of New York International Airport or the normal flight operations of aircraft; the City shall, at the request of the Port Authority, abate any smoke or vapor; the City shall not erect or install any structure, building, tower, pole, wire or other object or installation or portion thereof, the construction, maintenance or operation of which would constitute a hazard to avigation without the prior approval of the Port Authority; the City shall not, except with the express written consent of the Port Authority, furnish any services or operate any facility upon the said premises for the accommodation and convenience of its invitees and employees or those of its contractors, agents, licensees, and permittees which would be or tend to be competitive with the furnishing of services or the operation of facilities at New York International Airport by the Port Authority or its tenants, licensees, permittees or agents for the accommodation and convenience of its and their invitees and employees, *provided, however*, that the City may, without the express written consent of the Port Authority but subject to the other conditions of this surrender, provide, operate, maintain or permit the operation and maintenance of:

(a) recreational facilities suitable for use for picnicking, boating, baseball, softball, court games, tennis and playground activities;

112

(b) facilities for the parking of motor vehicles of persons using the aforesaid recreational facilities; and

(c) such restaurant and/or "snack bar" facilities as are usually provided for the accommodation and convenience of persons using such recreational facilities as are above described;

and the City shall take all reasonably practicable precautions to prevent its agents, employees, licensees, contractors and invitees from intruding upon, interfering with or damaging any property upon the said premises installed, operated and maintained by or on behalf of the Port Authority or the Civil Aeronautics Administration;

3. the Port Authority may permit the occupants of the various buildings within the premises herein surrendered to remain in occupancy thereof and the Port Authority shall have the right to continue to collect and retain for its own account the payments for use and occupancy or the rents therefor until such time as the Port Authority shall terminate said occupancies and demolish or remove said buildings from said premises, *provided*, that, upon ninety (90) days' written notice from the City, the Port Authority shall take all reasonably practicable steps to terminate any occupancy and demolish or remove any building which may be specified in any such notice, *provided, further*, however, that, inasmuch as the building situated within Lot 64 of Block 13435 of Section 56 of the Tax Map of The City of New York for the Borough of Queens, as said Tax Map was on May 25, 1953, is being used in connection with operations at New York International Airport, no such notice shall be given by the City with respect to the termination of said occupancy or the demolition or removal of said building during the six month period beginning on the date of execution of this Third Supplemental Agreement. The Port Authority shall have the right to collect and retain for its own account the proceeds of the sale of such buildings and the fixtures therein contained; and

4. the City shall not place fill in or upon the premises surrendered in accordance with Section V of this Third Supplemental Agreement or place any structures thereon except in accordance with plans approved by the Chief Engineer of the Port Authority, *provided*, that such approval shall not be withheld unreasonably.

3

VI. Surrender of Surplus Parcel—Item 5—Substituted Schedule A

The Port Authority hereby gives up, grants, yields and surrenders unto the City and the City hereby accepts the surrender of the portion of the demised premises described as Item 5 in the Substituted Schedule A attached to the Second Supplemental Agreement, and all the estate, right, title, interest, term of years, property, claims and demands whatsoever of the Port Authority of, in, to and out of the same, to the intent and purpose that the said term in said portion of the premises herein surrendered may be wholly merged, extinguished, determined and excluded from the original lease agreement, to have and to hold said premises herein surrendered unto the City, its successors and assigns forever.

VII. Rent

There shall be no reduction in rent or the Port Authority's obligations under the agreement with respect to Municipal Airports as amended and supplemented by reason of the release or surrender of any of the premises herein provided for.

In Witness Whereof, the City has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Mayor; and the Port Authority has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Executive Director, the day and year first above written.

Attest:

Thomas A. Levane (Sgd.)
Acting City Clerk

(Seal)

The City of New York

Robert F. Wagner (Sgd.)
Mayor

Attest:

Joseph G. Carty (Sgd.)
Secretary

(Seal)

The Port of New York Authority

Austin J. Tobin (Sgd.)
Executive Director

Approved as to Form

Peter Campbell Brown (Sgd.)
Corporation Counsel

Approved as to Form

Sidney Goldstein (Sgd.)
General Counsel R C S

SWA H E O'D

114

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

On this 31st day of May, 1956, before me personally came THOMAS A. LEVANE, with whom I am personally acquainted, and known to me to be the Acting City Clerk of THE CITY OF NEW YORK, who, being by me duly sworn, did depose and say that he resides at
that he is the Acting City Clerk of THE CITY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knew 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 Estimate, and that he signed his name thereto as Acting City Clerk by like authority; and further that he knows and is acquainted with ROBERT F. WAGNER, and knows him to be the person described in and who as Mayor of THE CITY OF NEW YORK executed the said instrument; that he saw him subscribe and execute the same, and that he acknowledged to him, the said THOMAS A. LEVANE, that he executed the same, and he, the said THOMAS A. LEVANE thereupon subscribed his name thereto.

JOSEPH A. FANELLI (Sgd.)
Notary Public
JOSEPH A. FANELLI
Commissioner of Deeds, City of New York
New York County Clerk's No. 19
Commission Expires March 15, 1957.

(SEAL)

Ex.1

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

On this 11th day of May, 1956, before me personally came and appeared AUSTIN J. TOBIN, to me known, who being by me duly sworn, did depose and say that he resides at ; that he is the Executive Director of THE PORT OF NEW YORK AUTHORITY, a body corporate and politic created by compact between the States of New York and New Jersey, with the consent of Congress, described in and which executed the foregoing instrument; that he knows the seal of THE PORT OF NEW YORK AUTHORITY aforesaid; that the seal affixed to said instrument is such seal; that it was so affixed by order of the Commissioners of THE PORT OF NEW YORK AUTHORITY; and that he signed his name thereto by like order.

SHICKREY ANTON (Sgd.)
SHICKREY ANTON
Notary Public, State of New York
No. 30-0081525
Qualified in Nassau County
Commission Expires March 30, 1957

(SEAL)

SUPPLEMENT TO SUBSTITUTED SCHEDULE A

ITEM 10

All those lots, pieces or parcels of land, with the buildings and improvements thereon, situate in the Borough and County of Queens, City and State of New York, bounded and described as follows:

PARCEL A

BEGINNING at a point which is the intersection of the northerly line of Rockaway Boulevard as now legally opened with the southerly extension of the center line of Walbridge Street (now sometimes known as Springfield Boulevard) as shown on the "Map of the Higbie Addition, Sheffield Manor, 4th Ward, Borough of Queens" surveyed July 1906 by Alex D. Murphy and amended for the Title Guarantee & Trust Company by E. W. Conklin, surveyed December 1906 and filed as Map #135 in the Register's Office, County of Queens and running thence

(1) northwardly, along said center line of Walbridge Street as extended and along said center line of Walbridge Street 1580 feet more or less to an extension of the southerly line of Lot 25 in Block 17 as shown on said Map of the Higbie Addition; thence

(2) eastwardly, along said southerly line of Lot 25 and the extension thereof 132 feet more or less to the westerly line of lands now or formerly of George Wagner being also the easterly line of Lot 26 in Block 17 as shown on said Map of the Higbie Addition; thence

(3) southwardly, along said westerly line of lands now or formerly of George Wagner 10 feet more or less to a point in the southerly line of said lands now or formerly of George Wagner; thence

(4) eastwardly, along said southerly line of lands now or formerly of George Wagner being also the northerly line of lands now or formerly of J. & S. Jeanetti and along the extension thereof 260 feet more or less to the center line of Springfield Lane (60 foot width) as shown on the "Map of Kinsey Park, Property of Land Estates Incorp. situated at Springfield in the Fourth Ward, Borough of Queens, City and State of New York" surveyed April 27, 1922, by Raymond Page, City Surveyor, and filed as Map #4286 in the Register's Office, County of Queens; thence

7

(5) along said center line of Springfield Lane (60 foot width) 6 feet more or less to an extension of the southerly line of lands now or formerly of Herbert H. Reynolds, being also an extension of the southerly line of Lot 29 in Block 1 as shown on said Map of Kinsey Park; thence

(6) eastwardly, along the southerly line of lands now or formerly of Herbert H. Reynolds, Joseph Hallahan and Mary Bazzano and the extension thereof being also the southerly line of Lots 29 and 30 in Block 1, Lots 15 and 42 in Block 2 and the extension thereof as shown on said Map of Kinsey Park 518 feet more or less to the easterly line of 207th Street as shown on said Map of Kinsey Park; thence

(7) southwardly, along said easterly line of 207th Street 22 feet more or less to the southerly line of lands now or formerly of Lottie Johannsen being also the southerly line of Lot 31 in Block 3 as shown on said Map of Kinsey Park; thence

(8) eastwardly, along said southerly line of lands now or formerly of Lottie Johannsen being also the southerly line of Lots 31 and 43 in Block 3 as shown on said Map of Kinsey Park and along the extension thereof 220 feet more or less to the center line of 208th Street (80 foot width) as shown on said Map of Kinsey Park (sometimes known as 225th Street); thence

(9) southwardly, along said center line of 208th Street 78 feet more or less to an extension of the southerly line of lands now or formerly of Theodore Wagenblast being also an extension of the southerly line of Lot 17 in Block 5 as shown on said Map of Kinsey Park; thence

(10) eastwardly, along said southerly line of Theodore Wagenblast and its extension 130 feet more or less to the westerly line of lands now or formerly of Chiarina Regolini being also the westerly line of Lots 25, 26, 27, 28 and 29 in Block 5 as shown on said Map of Kinsey Park; thence

(11) southwardly, along said westerly line of lands now or formerly of Chiarina Regolini a distance of 120 feet more or less to the southerly line of lands now or formerly of Chiarina Regolini being also the southerly line of Lot 25 in Block 5 as shown on said Map of Kinsey Park; thence

(12) eastwardly, along said southerly line of lands now or formerly of Chiarina Regolini, Salvatore and Anthony Simonetti and the White Co. being also the southerly line of Lot 25 in Block 5, Lots 21, 22 and 23 in Block 7 and Lots 18, 19 and 20 in Block 9 all as shown on said Map of Kinsey Park a distance

119

of 660 feet more or less to the center line of 211th Street (60 foot width) as shown on said Map of Kinsey Park; thence

(13) southwardly, along an extension of said center line of 211th Street as shown on said Map of Kinsey Park 2040 feet more or less to the northerly line of Rockaway Boulevard as now legally opened; thence

(14) westwardly, along said northerly line of Rockaway Boulevard 1820 feet more or less to the point and place of BEGINNING.

PARCEL B

BEGINNING at a point which is the intersection of the extension of the center line of 215th Street (60 foot width) as shown on the "Map of Jamaica Gardens South, 4th Ward, Borough of Queens, New York City" surveyed Feb. 1, 1924 by Evans Bros., and filed as Map #4507 in the Register's Office, Queens County, with the extension of the center line of 149th Avenue (80 foot width) as shown on said Map of Jamaica Gardens South, and running thence

(1) southwardly, along said center line of 215th Street and the extension thereof, 1832 feet more or less to the northerly line of Rockaway Boulevard as now legally opened; thence

(2) eastwardly, along said northerly line of Rockaway Boulevard, 1851 feet more or less to the center line of 238th Street (60 foot width) as shown on a map entitled "City of N. Y., Borough of Queens, Office of the President, Topographical Bureau, Map No. 3091, The Relocation of Rockaway Boulevard, in the Fourth Ward, New York, Aug. 5, 1948," etc., filed in the Register's Office, Queens County as Map #8131; thence

(3) northwardly, along said center line of 238th Street and along the extension thereof, parallel with course numbered one (1) hereinabove described 1370 feet; thence

(4) eastwardly, at right angles to the preceding course, 265 feet; thence

(5) northwardly, at right angles to the preceding course, 410 feet more or less to a point in the westerly line of Brookville Boulevard as now legally opened, formerly known as Foster's Meadow Road; thence

(6) northwardly, along said westerly line of Brookville Boulevard, 775 feet more or less to the center line of John Street (40 foot width) as shown on a

14

map entitled "E. E. Meacham & Sons, South Rosedale, Fourth Ward, Borough of Queens, Surveyed and Subdivided by H. S. Thomson, City Surveyor," dated Feb. 1st, 1907, and filed in the Register's Office, Queens County as Map #989 (old) and 1183 (new); thence

(7) westwardly, along said center line of John Street and along a line in extension thereof, 595 feet more or less to the intersection with a line in extension of the center line of 149th Avenue as shown on said Map of Jamaica Gardens South; thence

(8) westwardly, along said extension of the center line of 149th Avenue and along said center line of 149th Avenue, 1073 feet more or less to the point and place of BEGINNING.

PARCEL C

ALL that certain plot, piece or parcel of land situate, lying and being at or near Springfield, in the 4th Ward, Borough of Queens, County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a stake driven in the ground where the northeasterly side of Rockaway Boulevard (formerly Turnpike) intersects the center line of an old ditch which said center line of said ditch is the southeasterly line of land now or formerly of John L. Compton; thence from said point of beginning running thence North 20 degrees 20 minutes East along the center line of said ditch 373.76 feet to a stake driven in the ground at a point where said center line of said ditch intersects the center line of another certain old ditch; thence North 62 degrees 56 minutes 20 seconds East along the center line of said last mentioned ditch through a stake, a line of old posts and old stake and another stake, along the southerly line of land now or formerly of Kornville, Isaac Baylis & Nicholas Clement, respectively, 1356 feet more or less to a small brook adjoining the southwesterly line of land now or formerly of Nicholas Ludlum; thence Easterly, Southeasterly, Easterly and Southeasterly, along the center line of said small brook adjoining the land now or formerly of said Ludlum as it winds and turns, 275 feet more or less to a point where the same is intersected by the center line of another certain old ditch adjoining the land now or formerly of Burdett C. Douglas; thence South 67 degrees 25 minutes 5 seconds West through an old stake and center line of a ditch adjoining the northerly line of land now or formerly of said Douglas 1456 feet more or less to a point where said center line of said last mentioned ditch intersects the center line of a certain slough or creek adjoining the westerly line of land of said Douglas; thence Southerly, Southeasterly and Southwesterly along the center line of the last men-

120

tioned creek and along the westerly line of now or formerly Douglas, land now or formerly of Wright B. Higbie and land formerly of Derrick Remsen, 255 feet more or less to a point where the same is intersected by the northwesterly boundary line of land now or formerly of Frank Muller; thence South 17 degrees 29 minutes West through a stake in said line of land of Muller 243 feet more or less to a stake in the ground on the northeasterly side of Rockaway Boulevard; and thence North 45 degrees 55 minutes West along the said northeasterly side of Rockaway Boulevard 250.8 feet to the point or place of BEGINNING.

SUBJECT, however, to the following:

1. Outstanding title in any of the parcels herein in the People of the State of New York and liens and encumbrances in favor of the People of the State of New York which reduce the estate or interest of any of the former owners.

2. Encroachments, if any, upon the premises herein described of any structures and appurtenances standing or maintained partly upon the premises herein described and partly upon adjoining premises.

3. Any state of facts which an accurate survey may show.

121

THE CITY OF NEW YORK

AND

THE PORT OF NEW YORK AUTHORITY

FOURTH SUPPLEMENTAL AGREEMENT

WITH RESPECT TO

MUNICIPAL AIR TERMINALS

Dated November 6, 1958

123

AGREEMENT (hereinafter referred to as "Fourth Supplemental Agreement") made as of this 6th day of November, 1958, by and between THE CITY OF NEW YORK, a municipal corporation of the State of New York, with its principal office at the City Hall, in the Borough of Manhattan, City of New York (hereinafter referred to as the "City") and THE PORT OF NEW YORK AUTHORITY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of Congress, with its office at 111 Eighth Avenue, Borough of Manhattan, City of New York (hereinafter referred to as the "Port Authority"),

WITNESSETH, That:

WHEREAS, under date of April 17, 1947, the City and the Port Authority entered into an Agreement with respect to Municipal Air Terminals (hereinafter referred to as the "Original Agreement"), the execution of which by the City was authorized by resolution duly adopted by its Board of Estimate on April 17, 1947 (Cal. No. 5), and the execution of which by the Port Authority was authorized by resolution duly adopted by its Board of Commissioners on April 17, 1947, and

WHEREAS, under date of May 26, 1949, the City and the Port Authority entered into an agreement (hereinafter referred to as the "First Supplemental Agreement") modifying and supplementing said Original Agreement, the execution of said First Supplemental Agreement by the City having been authorized by resolution duly adopted by its Board of Estimate on May 26, 1949 (Cal. No. 137) and the execution thereof by the Port Authority having been authorized by resolution duly adopted by its Board of Commissioners on May 12, 1949, and

5

WHEREAS, under date of November 7, 1952, the City and the Port Authority entered into an agreement (hereinafter referred to as the "Second Supplemental Agreement") modifying and supplementing said Original Agreement, the execution of said Second Supplemental Agreement by the City having been authorized by resolution duly adopted by its Board of Estimate on October 23, 1952 (Cal. No. 27) and the execution thereof by the Port Authority having been authorized by resolution duly adopted by its Board of Commissioners on August 14, 1952, and

WHEREAS, under date of May 28, 1956, the City and the Port Authority entered into an agreement (hereinafter referred to as the "Third Supplemental Agreement") modifying and supplementing said Original Agreement, the execution of said Third Supplemental Agreement by the City having been authorized by resolution duly adopted by its Board of Estimate on April 26, 1956 (Cal. No. 111) and the execution thereof by the Port Authority having been authorized by resolution duly adopted by its Board of Commissioners on May 10, 1956, and

WHEREAS, it is necessary and desirable that certain of the terms, conditions and provisions of said Original Agreement should be further modified, amended and supplemented,

NOW, THEREFORE, for and in consideration of the agreements and covenants herein contained, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns that said Original Agreement shall be and it is hereby supplemented and amended as follows:

I. DEFINITIONS

Except as hereinafter expressly provided any words or phrases used in this Fourth Supplemental Agreement and specifically defined in the Original Agreement shall be read and construed in accordance with the definition in the Original Agreement.

II. SUBSTITUTED SCHEDULE A

The schedule marked "Substituted Schedule A" annexed to the Second Supplemental Agreement and amended and supplemented by the Third Supplemental Agreement is hereby further amended and supplemented by adding as Items 11, 12 and 13 thereof, the "Supplement to Substituted Schedule A" annexed hereto. Whenever in the Original Agreement reference is made to Schedule A, such reference shall be construed to refer to said Substituted Schedule A as substituted by the Second Supplemental Agreement, amended and supplemented by the Third Supplemental Agreement and as amended and supplemented hereby.

III. SURRENDER OF PORTION OF DEMISED PREMISES - LA GUARDIA AIRPORT - ADDITIONAL LANDS

The Port Authority hereby gives up, grants, yields and surrenders unto the City and the City hereby accepts the surrender of the portion of the demised premises described in Item 13 of the "Supplement to Substituted Schedule A" attached hereto, and all the estate, right, title, interest, term of years, property, claim and demand whatsoever of the Port Authority of, in, to and out of the same, to the intent and purpose that the said term in said portion of the premises herein surrendered may be wholly merged, extinguished, determined and excluded from the original lease agreement, to have and to hold said premises herein surrendered unto the City, its successors and assigns forever, upon the conditions following, to wit during the term for which the demised premises are leased,

1. the Port Authority and the Civil Aeronautics Administration shall have the right, without cost or expense to the City, to install, maintain, operate, relocate or replace in, under and upon the premises herein surrendered, including any city streets which may be within the boundaries thereof, such approach lighting systems and other aids to avigation and facilities incidental thereto as shall be necessary or desirable in the opinion of the Port Authority or of the Civil Aeronautics Administration for the safe and efficient operation of La Guardia Airport, at locations therein which the Port Authority shall deem appropriate therefor, and the Port Authority and the Civil Aeronautics Administration, its and their duly designated employees, contractors and agents shall have the right at all times to enter upon the said premises to inspect the condition thereof and to enter thereon with men, equipment, trucks and vehicles in order to effect the installation, repair, replacement, expansion and relocation of such approach lighting systems, other aids to avigation, and facilities incidental thereto;

2. the City shall use the premises herein surrendered for park purposes and for no other purpose whatsoever; the City shall not develop or use the premises herein surrendered nor exercise any right with respect thereto so as to interfere with, impair or obstruct the safe and efficient operation and development of La Guardia Airport or the safe and unrestricted passage of aircraft in and over the same; the City shall abate any smoke or vapor, at the request of the Port Authority; the City shall not erect, install or maintain any structure, building, tower, pole, wire or other object the construction, maintenance or operation of which would constitute a hazard to avigation in the opinion of the Port Authority;

12

3. the City shall take all reasonably practicable precautions to prevent its agents, employees, licensees, contractors and invitees from intruding upon, interfering with or damaging any property upon the said premises installed, operated or maintained by or on behalf of the Port Authority or the Civil Aeronautics Administration; and

4. the City shall not place fill in or upon the premises surrendered by Section III of this Fourth Supplemental Agreement or place any structures or buildings thereon except in accordance with plans approved by the Chief Engineer of the Port Authority, provided that such approval shall not be withheld unreasonably.

IV. SURRENDER OF SURPLUS PARCEL - ITEM 9 - SUBSTITUTED SCHEDULE A

The Port Authority hereby gives up, grants, yields and surrenders unto the City and the City hereby accepts the surrender of the portion of the demised premises described as Item 9 in the Substituted Schedule A attached to the Second Supplemental Agreement and all the estate, right, title, interest, term of years, property, claims and demands whatsoever of the Port Authority of, in, to and out of the same, to the intent and purpose that the said term in said portion of the premises herein surrendered may be wholly merged, extinguished, determined and excluded from the original lea agreement, to have and to hold said premises herein surrendered unt the City, its successors and assigns forever.

'9

V. LEASE OF ADDITIONAL DEMISED PREMISES - NEW YORK INTERNATIONAL AIRPORT - LANDS UNDER WATER

The City hereby demises and leases to the Port Authority and the Port Authority does hereby hire and take from the City, for air terminal purposes and for purposes incidental thereto, so much of the additional lands shown by hatching on the map of New York International Airport annexed hereto marked "Supplemental Map II-B" as are owned by the City, to have and to hold unto the Port Authority from the date of this Fourth Supplemental Agreement until the expiration or sooner termination of the Original Agreement, subject to all of the terms, covenants and conditions set forth in the said Original Agreement.

In the event that it should be necessary for an application to be made to the State of New York to remove any cloud upon the title of the City with respect to said premises, the City shall cooperate with the Port Authority with respect to any and all applications, measures or other action appropriate for the effectuation of said purpose.

VI. RENT

There shall be no reduction in rent or the Port Authority's obligations under the agreement with respect to the Municipal Air Terminals as amended and supplemented by reason of the release or surrender of any of the premises herein provided for.

IN WITNESS WHEREOF, the City has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Mayor; and the Port Authority has caused its corporate seal to be hereunto affixed and duly attested and this

131

Agreement to be signed by its Executive Director, the day and year first above written.

Attest:

/s/ Hermann Katz
City Clerk

THE CITY OF NEW YORK

/s/ Paul T. O'Dwyer
Deputy Mayor

Attest:

/s/ Joseph E. Carey
Secretary

THE PORT OF NEW YORK AUTHORITY

/s/ Austin J. Tobin
Executive Director

Approved as to Form

Chauncey Tramutt
Corporation Counsel
(Acting)

Approved as to Form

R. C. Slehria
Asst. General Counsel

131

Ex.1

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

On this 6th day of November, 1958, before me personally came and appeared AUSTIN J. TOBIN, to me known, who being by me duly sworn, did depose and say that he resides at that he is the Executive Director of THE PORT OF NEW YORK AUTHORITY, a body corporate and politic created by compact between the States of New York and New Jersey, with the consent of Congress, described in and which executed the foregoing instrument; that he knows the seal of THE PORT OF NEW YORK AUTHORITY aforesaid; that the seal affixed to said instrument is such seal; that it was so affixed by order of the Commissioners of THE PORT OF NEW YORK AUTHORITY and that he signed his name thereto by like order.

/s/ ALBERT J. BUCKLEY

ALBERT J. BUCKLEY
NOTARY PUBLIC STATE OF NEW YORK
No 60 - 0479065
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES MARCH 30, 1959

13.

Ex.1

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:
CITY OF NEW YORK)

On the 19th day of March, 1958, before me personally came HERMAN KATZ, with whom I am personally acquainted, and known to me to be the City Clerk of THE CITY OF NEW YORK, who, being by me duly sworn did depose and say that he resides at

; that he is the City Clerk of THE CITY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Estimate, and that he signed his name thereto as City Clerk by like authority; and further that he knows and is acquainted with ROBERT F. WAGNER and knows him to be the person described in and who as Mayor of THE CITY OF NEW YORK executed the said instrument; that he saw him subscribe and execute the same, and that he acknowledged to him, the said HERMAN KATZ, that he executed the same, and he, the said HERMAN KATZ thereupon subscribed his name hereto.

Deputy

Deputy

/s/ Frank Freedman

Frank Freedman

Commissioner of Deeds, City of New York

by County Clerk No. 62

Commission Expires Oct 1, 1959

'33

SUPPLEMENT TO SUBSTITUTED SCHEDULE A

ITEM 11

PIER FOR APPROACH LIGHTING TO RUNWAY "V PRIME" AT NEW YORK INTERNATIONAL AIRPORT

A permit for the construction, reconstruction, maintenance, repair and operation of a pier for approach lighting to Runway "V Prime" at New York International Airport in Jamaica Bay, in the Borough and County of Queens, in the City and State of New York, in that area more particularly bounded and described as follows:

BEGINNING at a point in the prolongation southwardly of the center line of proposed Runway V' of New York International Airport distant South 1°-39' West 500.00 feet thereon from the southerly end of said runway, the coordinates of said point being South 61,423.13, East 78,235.35 and running thence (1) South 88°-21' East, 50.00 feet to a point, the coordinates of said point being South 61,424.57, East 78,285.33; thence (2) South 1°-39' West, parallel with said center line of runway prolonged, distant 50.00 feet southeastwardly therefrom, measured at right angles thereto, 2510.00 feet to a point, the coordinates of said point being South 63,933.53, East 78,213.05; thence (3) North 88°-21' West, 100.00 feet to a point, the coordinates of said point being South 63,930.65, East 78,113.09; thence (4) North 1°-39' East, parallel with said center line of runway prolonged, distant 50.00 feet northwestwardly therefrom, measured at right angles thereto, 2510.00 feet to a point, the coordinates of said point being South 61,421.69, East 78,185.37; thence (5) South 88°-21' East, 50.00 feet to the point and place of beginning, the area whereof is 5.76 acres more or less.

Bearings of lines and coordinates as herein described refer to the rectangular system in use in the Borough of Queens which refers to the former Southeasterly corner of 10th Avenue and West 225th Street in the Borough of Manhattan as origin and the former easterly line of 10th Avenue as meridian or principal axis, the latter being inclined 28°-59'-13.5"± eastward or clockwise from the axis of the Brooklyn system, which is the meridian through United States Coast & Geodetic Station "Prospect Water Tower".

ITEM 12

MIDDLE MARKER PARCEL - RUNWAY "V PRIME" - NEW YORK INTERNATIONAL AIRPORT

BEGINNING at a point in the prolongation southwardly of the center line of proposed Runway V' of New York International Airport, distant South 1°-39' West 3475.00 feet thereon from the southerly end of said runway, the coordinates of said point being South 64,396.89, East 78,149.69 and running thence (1) South 88°-21' East, 50.00 feet to a point, the coordinates of said point being South 64,398.33, East 78,199.67; Thence (2) South 1°-39' West, parallel with said center line of runway prolonged, distant 50.00 feet southeastwardly therefrom, measured at right angles thereto, 100.00 feet to a point, the coordinates of said point being South 64,498.29, East 78,196.79; thence (3) North 88°-21' West, 100.00 feet to a point, the coordinates of said point being South 64,495.41, East 78,096.83; thence (4) North 1°-39' East, parallel with said center line of runway prolonged, distant 50.00 feet northwestwardly therefrom, measured at right angles thereto, 100.00 feet to a point, the coordinates of said point being South 64,395.45, East 78,099.71; thence (5) South 88°-21' East, 50.00 feet to the point and place of beginning, the area whereof is 0.23 acres more or less.

136

Together with the necessary rights for a submarine cable extending from the parcel entitled "Pier for Approach Lighting to Runway 'V Prime' at New York International Airport" to the parcel entitled "Middle Marker Parcel - Runway 'V Prime' - New York International Airport".

Bearings of lines and coordinates as herein described refer to the rectangular system in use in the Borough of Queens which refers to the former Southeasterly corner of 10th Avenue and West 225th Street in the Borough of Manhattan as origin and the former easterly line of 10th Avenue as meridian or principal axis, the latter being inclined 28°-59'-13.5"± eastward or clockwise from the axis of the Brooklyn system, which is the meridian through United States Coast & Geodetic Station "Prospect Water Tower".

ITEM 13

ALL those lots, pieces or parcels of land, with the buildings and improvements, if any, thereon, situate in the Borough and County of Queens, City and State of New York, bounded and described as follows:

PARCEL 1

BEGINNING at a point which is the intersection of the easterly line of 78th Street (60.00 feet wide) with the southerly line of 25th Avenue (70.00 feet wide) and running thence (1) Eastwardly, along said southerly line of 25th Avenue, 200.00 feet to the westerly line of 79th Street (60.00 feet wide); thence (2) Southwardly, along said westerly line of 79th Street, at right angles to the preceding course, 192.82 feet to a point distant 100.00 feet southeastwardly from the center line prolonged of Runway 4-22 of La Guardia Airport, measured at right angles thereto; thence (3) Southwestwardly,

37

parallel with said center line of runway, distant 100.00 feet southeastwardly therefrom, measured at right angles thereto and along a line which makes an interior angle of 139°-59'-20" with the preceding course, 155.54 feet to the westerly line of lands acquired by The Port of New York Authority in a Condemnation Proceeding vesting title on June 6, 1956 and a point in the center line of the block; thence (4) Northwardly, along said westerly line of lands condemned as aforesaid, along said center line of block and along a line which makes an interior angle of 40°-00'-40" with the preceding course, 170.59 feet to the southerly line of lands conveyed by Arde Bulova to The Port of New York Authority by Deed dated May 18, 1956 and Recorded on May 21, 1956 in the Register's Office of Queens County in Liber 6876 of Deeds at page 531 therein; thence (5) Westwardly, along said southerly line of lands conveyed by Arde Bulova as aforesaid and along a line which makes an interior angle of 282°-44'-40" with the preceding course, 51.28 feet; thence (6) Westwardly, continuing along said southerly line of lands conveyed by Arde Bulova and along a line which makes an interior angle of 183°-19'-20" with the preceding course, 52.02 feet to said easterly line of 78th Street; thence (7) Northwardly, along said easterly line of 78th Street and along a line which makes an interior angle of 73°-56'-00" with the preceding course, at right angles to said southerly line of 25th Avenue, 167.08 feet to the point and place of BEGINNING.

Being the premises known as Lot 1 and part of Lot 14 in Block 1055, Section 7 of the Tax Map of the City for the Borough of Queens.

13

PARCEL 2

BEGINNING at a point which is the intersection of the easterly line of 79th Street (60.00 feet wide) with the southerly line of 25th Avenue (70.00 feet wide) and running thence (1) Eastwardly, along said southerly line of 25th Avenue, at right angles to said easterly line of 79th Street, 101.86 feet to a point distant 100.00 feet southeastwardly from the center line prolonged of Runway 4-22 of La Guardia Airport, measured at right angles thereto; thence (2) Southwestwardly, parallel with said center line of runway, distant 100.00 feet southeastwardly therefrom, measured at right angles thereto, along the easterly line of lands acquired by The Port of New York Authority in a Condemnation Proceeding vesting title on June 6, 1956 and along a line which makes an interior angle of 49°-59'-20" with the preceding course, 158.43 feet to said easterly line of 79th Street; thence (3) Northwardly, along said easterly line of 79th Street and along a line which makes an interior angle of 40°-00'-40" with the preceding course, 121.34 feet to the point and place of BEGINNING.

Being the premises known as part of Lot 1 and part of Lot 11, in Block 1056, Section 7 of the Tax Map of the City for the Borough of Queens.

PARCEL 3

BEGINNING at a point which is the intersection of the northerly line of 25th Avenue (70.00 feet wide) with the easterly line of 79th Street (60.00 feet wide) and running thence (1) Northwardly, along said easterly line of 79th Street, at right angles to said northerly line of 25th Avenue, 450.00 feet to the northerly line of lands conveyed by Arde Bulova to The Port of New York Authority by Deed dated

9

July 2, 1956 and recorded on July 9, 1956 in the Register's Office of Queens County in Liber 6891 of Deeds at page 645 therein; thence (2) Eastwardly, at right angles to the preceding course and along said northerly line of lands conveyed by Arde Bulova as aforesaid, 53.75 feet to the easterly line of lands conveyed by Arde Bulova as aforesaid; thence (3) Southwardly, along said easterly line of lands conveyed by Arde Bulova as aforesaid and along a line which makes an interior angle of 112°-46'-03" with the preceding course, 108.49 feet to the northerly line of lands conveyed by Clara Maurer to The Port of New York Authority by Deed dated June 12, 1956 and recorded on June 12, 1956 in the Register's Office of Queens County in Liber 6883 of Deeds at page 632 therein; thence (4) Eastwardly, along said northerly line of lands conveyed by Clara Maurer as aforesaid and along a line which makes an interior angle of 247°-13'-57" with the preceding course, 104.29 feet to the westerly line of 80th Street (60.00 feet wide); thence (5) Southwardly, along said westerly line of 80th Street, at right angles to the preceding course, 350.00 feet to the corner formed by the intersection of said westerly line of 80th Street with said northerly line of 25th Avenue; thence (6) Westwardly, along said northerly line of 25th Avenue, at right angles to the preceding course, 200.00 feet to the point and place of BEGINNING.

Being the premises known as Lots 18, 20, 22, 24 and part of 32, in Block 1043, Section 7 of the Tax Map of the City for the Borough of Queens.

14

PARCEL 4

BEGINNING at a point in the easterly line of 80th Street (60.00 feet wide) distant 125.00 feet northwardly thereon from the corner formed by the intersection of said easterly line of 80th Street with the northerly line of 25th Avenue (70.00 feet wide) said point lying in the southerly line of lands conveyed by John & Christine Harvan to The Port of New York Authority by Deed dated June 14, 1956 and Recorded in the Register's Office of Queens County on June 15, 1956 in Liber 6884 of Deeds at page 528 therein and running thence (1) Northwardly, along said easterly line of 80th Street, 375.00 feet to the northerly line of lands conveyed by Wilhelmina Kobryn to The Port of New York Authority by Deed dated July 10, 1956 and Recorded in the Register's Office of Queens County on July 12, 1956 in Liber 6892 of Deeds at page 627 therein; thence (2) Eastwardly, along said northerly line of lands conveyed by Wilhelmina Kobryn as aforesaid, 100.00 feet to the westerly line of lands acquired by The Port of New York Authority in Condemnation Proceeding in which title vested on June 6, 1956; thence (3) Northwardly, along said westerly line of lands acquired as aforesaid, 100.00 feet to the southerly line of 24th Avenue (70.00 feet wide); thence (4) Eastwardly, along said southerly line of 24th Avenue, 100.00 feet to the corner formed by the intersection of said southerly line of 24th Avenue with the westerly line of 81st Street (60.00 feet wide); thence (5) Southwardly, along said westerly line of 81st Street, 325.00 feet to the southerly line of lands conveyed by Ellen Shelby to The Port of New York Authority by Deed dated June 27, 1956 and Recorded in the Register's Office of Queens County on June 28, 1956 in Liber 6888

41

of Deeds at page 231 therein; thence (6) Westwardly, along said southerly line of lands conveyed by Ellen Shelby aforesaid, 100.00 feet to the center line of the block and a point in the easterly line of lands conveyed by Joseph Somma to The Port of New York Authority by Deed dated February 8, 1956 and Recorded in the Register's Office on February 9, 1956 in Liber 6849 of Deeds at page 454 therein; thence (7) Southwardly, along said center line of block and along said easterly line of lands conveyed by Joseph Somma as aforesaid, along the easterly line of lands conveyed by George & Rose Strnad by Deed dated July 23, 1956 and Recorded on July 30, 1956 in the Register's Office of Queens County by Torrens Certificate numbered 189, along the easterly line of lands acquired by The Port of New York Authority in Condemnation Proceedings in which title vested on June 6, 1956, along the easterly line of lands conveyed by John & Christine Harvan as aforesaid, 150.00 feet to said southerly line of lands conveyed by John & Christine Harvan; thence (8) Westwardly, along said southerly line of lands conveyed by John & Christine Harvan as aforesaid, 100.00 feet to the point and place of BEGINNING.

Being the premises known as Lots 6, 9, 11, 14, 16, 20, 43, 45, 46, 48, 49, 50, 51, 52, 53, 54, 56, 57 and 59 in Block 1044, Section 7 of the Tax Map of the City for the Borough of Queens.

PARCEL 5

BEGINNING at a point which is the intersection of the southerly line of 24th Avenue (70.00 feet wide) with the easterly line of 81st Street (60.00 feet wide) and running thence (1) Eastwardly, along said southerly line of 24th Avenue, 125.00 feet to the easterly line of lands acquired by The Port of New York Authority in a Condemnation Proceeding in which title vested on June 6, 1956; thence (2) Southwardly, along said easterly line of lands acquired as aforesaid, 100.00 feet to a southerly line of lands acquired as aforesaid; thence (3) Westwardly, along said southerly line of lands acquired as aforesaid, 25.00 feet to the center line of the block and another easterly line of lands acquired by condemnation as aforesaid; thence (4) Southwardly, along said lands acquired by condemnation and along the easterly line of lands conveyed by Andrew Haurylak by Deed dated September 28, 1956 and Recorded in the Register's Office of Queens County on September 28, 1956 in Liber 6916 at page 83 therein, 75.00 feet to the southerly line of lands conveyed by Andrew Haurylak aforesaid; thence (5) Westwardly, along said southerly line of lands conveyed by Andrew Haurylak, 100.00 feet to said easterly line of 81st Street; thence (6) Northwardly, along said easterly line of 81st Street, 175.00 feet to the point and place of BEGINNING.

Being the premises known as Lots 1, 2, 3, 4, 57, 58 and 59, in Block 1045, Section 7 of the Tax Map of the City for the Borough of Queens.

Y3

PARCEL 6

BEGINNING at a point which is the intersection of the westerly line of 82nd Street (60.00 feet wide) with the northerly line of Astoria Boulevard (130.00 feet wide) and running thence (1) Westwardly, along said northerly line of Astoria Boulevard, 133.44 feet to the westerly line of lands conveyed by Stephen, Electra, George and Eftalia Milonas to the Port of New York Authority by Deed dated February 1, 1957 and Recorded in the Register's Office of Queens County on February 5, 1957 in Liber 6950 of Deeds at page 112 therein; thence (2) Northwardly, along said westerly line of lands conveyed as aforesaid and along the westerly line of lands acquired by The Port of New York Authority by Condemnation in a proceeding vesting title on June 6, 1956, 58.01 feet to the northerly line of lands acquired by condemnation as aforesaid; thence (3) Eastwardly, along said northerly line of lands acquired by condemnation as aforesaid, 25.00 feet to the westerly line of lands conveyed by Caroline Dupree to The Port of New York Authority by Deed dated August 29, 1956 and Recorded in the Register's Office of Queens County on August 31, 1956 in Liber 6907 at page 458 therein; thence (4) Northwardly, along said westerly line of lands conveyed by Caroline Dupree as aforesaid, 75.00 feet to the northerly line of lands so conveyed by Caroline Dupree; thence (5) Eastwardly, along said northerly line of lands conveyed by Caroline Dupree as aforesaid, 100.00 feet to said westerly line of 82nd Street; thence (6) Southwardly along said westerly line of 82nd Street, 179.70 feet to the point and place of BEGINNING.

Being the premises known as Lots 30, 33 and 40, in Block 1034, Section 7 of the Tax Map of the City for the Borough of Queens.

14

PARCEL 7

BEGINNING at a point which is the intersection of the easterly line of 81st Street with the southerly line of Grand Central Parkway as now in use and running thence (1) Eastwardly, along said southerly line of Grand Central Parkway and along the northerly line of lands conveyed by Feldwood Realty Corporation to the Port of New York Authority by Deed dated November 28, 1956 and Recorded in the Register's Office of Queens County on November 29, 1956 in Liber 6932 of Deeds at page 295 therein, 202.92 feet to the westerly line of 82nd Street (60.00 feet wide); thence (2) Southwardly, along said westerly line of 82nd Street, 155.22 feet to the southerly line of lands conveyed as aforesaid; thence (3) Westwardly, along said southerly line of lands conveyed as aforesaid, 200.00 feet to said easterly line of 81st Street; thence (4) Northwardly, along said easterly line of 81st Street, 119.07 feet to the point and place of BEGINNING.

Being the premises known as Lot 1 in Block 1034, Section 7 of the Tax Map of the City for the Borough of Queens.

PARCEL 8

BEGINNING at a point which is the intersection of the easterly line of 82nd Street (60.00 feet wide) with the northerly line of Astoria Boulevard (130.00 feet wide) and running thence (1) Northwardly, along said easterly line of 82nd Street, 296.57 feet to the northerly line of lands acquired by The Port of New York Authority in Condemnation Proceeding in which title vested on June 6, 1956; thence (2) Eastwardly, along said northerly line of lands so acquired, 200.01 feet to the westerly line of

83rd Street (60.00 feet wide); thence (3) Southwardly, along said westerly line of 83rd Street, 167.83 feet to the southerly line of lands acquired by condemnation as aforesaid; thence (4) Westwardly, along said southerly line of lands so acquired, 107.29 feet to the easterly line of lands so acquired; thence (5) Southwardly, along said easterly line of lands acquired by condemnation as aforesaid and along the easterly line of lands conveyed by Kunigunda Rickel & Louise S. Grimm by Deeds dated July 14 and 19, 1956 and September 24, 1956 and Recorded severally in the Register's Office of Queens County on July 26, 1956 in Liber 6897 at pages 57 & 59 therein and on October 4, 1956 in Liber 6917 at pages 611 and 613 therein, 173.89 feet to said northerly line of Astoria Boulevard; thence (6) Westwardly, along said northerly line of Astoria Boulevard, 127.72 feet to the point and place of BEGINNING.

Being the premises known as Lots 24, 26, 27, 28, 29, 32, 43, 46, 49, 50, 51, 53, 55 and 59 in Block 1077, Section 7 of the Tax Map of the City for the Borough of Queens.

PARCEL 9

BEGINNING at a point which is the intersection of the easterly line of 83rd Street (60.00 feet wide) with the southerly line of Grand Central Parkway as in use being also the northwesterly corner of lands acquired by The Port of New York Authority in a Condemnation Proceeding in which title vested on June 6, 1956 and running thence (1) Eastwardly, along said southerly line of Grand Central Parkway and along the northerly line of lands acquired as aforesaid and along the northerly line of lands conveyed by Barkin Levin & Co., Inc. to The Port of New York Authority by Deed dated July 20, 1956

14

and Recorded in the Register's Office of Queens County on July 27, 1956 in Liber 6895 of Deeds at page 549 therein, along the arc of a circle of 6603.00 feet radius the center of said arc lying to the south an arc distance of 262.64 feet to a point of compound curvature; thence (2) Eastwardly, continuing along said northerly line of lands conveyed as aforesaid and along said southerly line of Grand Central Parkway along the arc of a circle of 270.00 feet radius, the center of said arc lying to the south an arc distance of 188.49 feet to another point of compound curvature; thence (3) Eastwardly and Southwardly along said southerly line of Grand Central Parkway and said northerly line of lands conveyed as aforesaid, along the arc of a circle of 44.176 feet radius, the center of said arc lying to the south, an arc distance of 30.89 feet to a point in the westerly line of 85th Street (60.00 feet wide); thence (4) Southwardly, along said westerly line of 85th Street and along the easterly line of lands conveyed as aforesaid, 258.23 feet to the southerly line of lands conveyed as aforesaid; thence (5) Westwardly, along said southerly line of lands conveyed as aforesaid, 360.00 feet to the easterly line of lands conveyed as aforesaid; thence (6) Southwardly, along said easterly line of lands so conveyed, 41.38 feet to the southerly line of lands so conveyed; thence (7) Westwardly, along said southerly line of lands so conveyed, 100.00 feet to said easterly line of 83rd Street; thence (8) Northwardly, along said easterly line of 83rd Street, 269.32 feet to the point and place of BEGINNING.

47

SECURITY DRAWINGS – Ex. (4)

THIS INDENTURE, made the 6th day of [illegible] 1958, between THE PORT OF NEW YORK AUTHORITY, a body corporate and politic, created by Compact between the States of New York and New Jersey, with the consent of Congress, having its office at 111 Eighth Avenue, Borough of Manhattan, City, County and State of New York, (hereinafter referred to as the "Port Authority") and THE CITY OF NEW YORK, a municipal corporation of the State of New York, having its principal office at City Hall, in the Borough of Manhattan, City, County and State of New York (hereinafter referred to as the "City"),

WHEREAS, the Agreement between the Port Authority and the City with respect to Municipal Air Terminals dated April 17, 1947, which Agreement was recorded on the 22nd day of May, 1947, in the office of the Register of the City of New York (Queens County) in Liber 5402 of Conveyances, page 319, provides among other things that the Port Authority shall convey to the City any lands or interests therein which it acquires for use in extension of the Municipal Air Terminals or for use in maintaining airplane beacons, guides or other aids to avigation, and that thereupon such property shall become part of the premises demised to the Port Authority under said Agreement; and

WHEREAS, the Port Authority has acquired for municipal air terminal purposes the lands hereinafter described, subject to the encumbrances and exceptions specified herein,

NOW, THEREFORE, WITNESSETH, that the Port Authority does hereby remise, release and quitclaim unto the City, its successors and assigns forever, all right, title and interest of the Port Authority in and to:

151

ALL those lots, pieces or parcels of land, with the buildings and improvements, if any, thereon, situate in the Borough and County of Queens, City and State of New York, bounded and described as follows:

PARCEL 1

BEGINNING at a point which is the intersection of the easterly line of 78th Street (60.00 feet wide) with the southerly line of 25th Avenue (70.00 feet wide) and running thence (1) Eastwardly, along said southerly line of 25th Avenue, 200.00 feet to the westerly line of 79th Street (60.00 feet wide); thence (2) Southwardly, along said westerly line of 79th Street, at right angles to the preceding course, 192.82 feet to a point distant 100.00 feet southeastwardly from the center line prolonged of Runway 4-22 of La Guardia Airport, measured at right angles thereto; thence (3) Southwestwardly, parallel with said center line of runway, distant 100.00 feet southeastwardly therefrom, measured at right angles thereto and along a line which makes an interior angle of 139°-59'-20" with the preceding course, 155.54 feet to the westerly line of lands acquired by The Port of New York Authority in a Condemnation Proceeding vesting title on June 6, 1956 and a point in the center line of the block; thence (4) Northwardly, along said westerly line of lands condemned as aforesaid, along said center line of block and along a line which makes an interior angle of 40°-00'-40" with the preceding course, 170.59 feet to the southerly line of lands conveyed by Arde Bulova to The Port of New York Authority by Deed dated May 18, 1956 and Recorded on May 21, 1956 in the Register's Office of Queens County in Liber 6876 of Deeds at page 531 therein; thence (5) Westwardly, along said southerly

15

line of lands conveyed by Arde Bulova as aforesaid and along a line which makes an interior angle of 282°-44'-40" with the preceding course, 51.28 feet; thence (6) Westwardly, continuing along said southerly line of lands conveyed by Arde Bulova and along a line which makes an interior angle of 183°-19'-20" with the preceding course, 52.02 feet to said easterly line of 78th Street; thence (7) Northwardly, along said easterly line of 78th Street and along a line which makes an interior angle of 73°-56'-00" with the preceding course, at right angles to said southerly line of 25th Avenue, 167.08 feet to the point and place of BEGINNING.

Being the premises known as Lot 1 and part of Lot 14 in Block 1055, Section 7 of the Tax Map of the City for the Borough of Queens.

PARCEL 2

BEGINNING at a point which is the interestion of the easterly line of 79th Street (60.00 feet wide) with the southerly line of 25th Avenue (70.00 feet wide) and running thence (1) Eastwardly, along said southerly line of 25th Avenue, at right angles to said easterly line of 79th Street, 101.86 feet to a point distant 100.00 feet southeastwardly from the center line prolonged of Runway 4-22 of La Guardia Airport, measured at right angles thereto; thence (2) Southwestwardly, parallel with said center line of runway, distant 100.00 feet southeastwardly therefrom, measured at right angles thereto, along the easterly line of lands acquired by The Port of New York Authority in a Condemnation Proceeding vesting title on June 6, 1956 and along a line which makes an interior angle of 49°-59'-20" with the preceding course, 158.43 feet to said easterly line of 79th Street; thence (3) Northwardly, along said easterly line of 79th Street and along a line which makes an interior angle of 40°-00'-40" with the preceding course, 121.34 feet to the point and place of BEGINNING.

3

Being the premises known as part of Lot 1 and part of Lot 11, in Block 1056, Section 7 of the Tax Map of the City for the Borough of Queens.

PARCEL 3

BEGINNING at a point which is the intersection of the northerly line of 25th Avenue (70.00 feet wide) with the easterly line of 79th Street (60.00 feet wide) and running thence (1) Northwardly, along said easterly line of 79th Street, at right angles to said northerly line of 25th Avenue, 450.00 feet to the northerly line of lands conveyed by Arde Bulova to The Port of New York Authority by Deed dated July 2, 1956 and recorded on July 9, 1956 in the Register's Office of Queens County in Liber 6891 of Deeds at page 645 therein; thence (2) Eastwardly, at right angles to the preceding course and along said northerly line of lands conveyed by Arde Bulova as aforesaid, 53.75 feet to the easterly line of lands conveyed by Arde Bulova as aforesaid; thence (3) Southwardly, along said easterly line of lands conveyed by Arde Bulova as aforesaid and along a line which makes an interior angle of 112°-46'-03" with the preceding course, 108.49 feet to the northerly line of lands conveyed by Clara Maurer to The Port of New York Authority by Deed dated June 12, 1956 and recorded on June 12, 1956 in the Register's Office of Queens County in Liber 6883 of Deeds at page 632 therein; thence (4) Eastwardly, along said northerly line of lands conveyed by Clara Maurer as aforesaid and along a line which makes an interior angle of 247°-13'-57" with the preceding course, 104.29 feet to the westerly line of 80th Street (60.00 feet wide); thence (5) Southwardly, along said

15

westerly line of 80th Street, at right angles to the preceding course, 350.00 feet to the corner formed by the intersection of said westerly line of 80th Street with said northerly line of 25th Avenue; thence (6) Westwardly, along said northerly line of 25th Avenue, at right angles to the preceding course, 200.00 feet to the point and place of BEGINNING.

Being the premises known as Lots 18, 20, 22, 24 and part of 32, in Block 1043, Section 7 of the Tax Map of the City for the Borough of Queens.

PARCEL 4

BEGINNING at a point in the easterly line of 80th Street (60.00 feet wide) distant 125.00 feet northwardly thereon from the corner formed by the intersection of said easterly line of 80th Street with the northerly line of 25th Avenue (70.00 feet wide) said point lying in the southerly line of lands conveyed by John & Christine Harvan to The Port of New York Authority by Deed dated June 14, 1956 and Recorded in the Register's Office of Queens County on June 15, 1956 in Liber 6884 of Deeds at page 528 therein and running thence (1) Northwardly, along said easterly line of 80th Street, 375.00 feet to the northerly line of lands conveyed by Wilhelmina Kobryn to The Port of New York Authority by Deed dated July 10, 1956 and Recorded in the Register's Office of Queens County on July 12, 1956 in Liber 6892 of Deeds at page 627 therein; thence (2) Eastwardly, along said northerly line of lands conveyed by Wilhelmina Kobryn as aforesaid, 100.00 feet to the westerly line of lands acquired by The Port of New York Authority in Condemnation Proceeding in which title vested

of lands acquired as aforesaid, 100.00 feet to the southerly line of 24th Avenue (70.00 feet wide); thence (4) Eastwardly, along said southerly line of 24th Avenue, 100.00 feet to the corner formed by the intersection of said southerly line of 24th Avenue with the westerly line of 81st Street (60.00 feet wide); thence (5) Southwardly, along said westerly line of 81st Street, 325.00 feet to the southerly line of lands conveyed by Ellen Shelby to The Port of New York Authority by Deed dated June 27, 1956 and Recorded in the Register's Office of Queens County on June 28, 1956 in Liber 6888 of Deeds at page 231 therein; thence (6) Westwardly, along said southerly line of lands conveyed by Ellen Shelby aforesaid, 100.00 feet to the cener line of the block and a point in the easterly line of lands conveyed by Joseph Somma to The Port of New York Authority by Deed dated February 8, 1956 and Recorded in the Register's Office on February 9, 1956 in Liber 6849 of Deeds at page 454 therein; thence (7) Southwardly, along said center line of block and along said easterly line of lands conveyed by Joseph Somma as aforesaid, along the easterly line of lands conveyed by George & Rose Strnad by Deed dated July 23, 1956 and Recorded on July 30, 1956 in the Register's Office of Queens County by Torrens Certificate numbered 189, along the easterly line of lands acquired by The Port of New York Authority in Condemnation Proceedings in which title vested on June 6, 1956, along the easterly line of lands conveyed by John & Christine Harvan as aforesaid, 150.00 feet to said southerly line of lands conveyed by John & Christine Harvan; thence (8) Westwardly, along said southerly line of lands conveyed by John & Christine Harvan as aforesaid, 100.00 feet to the point and place of BEGINNING.

156

Being the premises known as Lots 6, 9, 11, 14, 16, 20, 43, 45, 46, 48, 49, 50, 51, 52, 53, 54, 56, 57 and 59 in Block 1044, Section 7 of the Tax Map of the City for the Borough of Queens.

PARCEL 5

BEGINNING at a point which is the intersection of the southerly line of 24th Avenue (70.00 feet wide) with the easterly line of 81st Street (60.00 feet wide) and running thence (1) Eastwardly, along said southerly line of 24th Avenue, 125.00 feet to the easterly line c lands acquired by The Port of New York Authority in a Condemnation Prc ceeding in which title vested on June 6, 1956; thence (2) Southwardly along said easterly line of lands acquired as aforesaid, 100.00 feet to a southerly line of lands acquired as aforesaid; thence (3) Westwardly, along said southerly line of lands acquired as aforesaid, 25.00 feet to the center line of the block and another easterly line of lands acquired by condemnation as aforesaid; thence (4) Southwardly, along said lands acquired by condemnation and along the easterly line of lands conveyed by Andrew Haurylak by Deed dated September 28, 1956 and Recorded in the Register's Office of Queens County on September 28, 1956 in Liber 6916 at page 83 therein, 75.00 feet to the southerly line of lands conveyed by Andrew Haurylak aforesaid; thence (5) Westwardly, along said southerly line of lands conveyed by Andrew Haurylak, 100.00 feet to said easterly line of 81st Street; thence (6) Northwardly, along said easterly line of 81st Street, 175.00 feet to the point and place of BEGINNING.

Being the premises known as Lots 1, 2, 3, 4, 57, 58 and 59, in Block 1045, Section 7 of the Tax Map of the City for the Borough of Queens.

157

PARCEL 6

BEGINNING at a point which is the intersection of the westerly line of 82nd Street (60.00 feet wide) with the northerly line of Astoria Boulevard (130.00 feet wide) and running thence (1) Westwardly, along said northerly line of Astoria Boulevard, 133.44 feet to the westerly line of lands conveyed by Stephen, Electra, George and Eftalia Milonas to the Port of New York Authority by Deed dated February 1, 1957 and Recorded in the Register's Office of Queens County on February 5, 1957 in Liber 6950 of Deeds at page 112 therein; thence (2) Northwardly, along said westerly line of lands conveyed as aforesaid and along the westerly line of lands acquired by The Port of New York Authority by Condemnation in a proceeding vesting title on June 6, 1956, 58.01 feet to the northerly line of lands acquired by condemnation as aforesaid; thence (3) Eastwardly, along said northerly line of lands acquired by condemnation as aforesaid, 25.00 feet to the westerly line of lands conveyed by Caroline Dupree to The Port of New York Authority by Deed dated August 29, 1956 and Recorded in the Register's Office of Queens County on August 31, 1956 in Liber 6907 at page 458 therein; thence (4) Northwardly, along said westerly line of lands conveyed by Caroline Dupree as aforesaid, 75.00 feet to the northerly line of lands so conveyed by Caroline Dupree; thence (5) Eastwardly, along said northerly line of lands conveyed by Caroline Dupree as aforesaid, 100.00 feet to said westerly line of 82nd Street; thence (6) Southwardly along said westerly line of 82nd Street, 179.70 feet to the point and place of BEGINNING.

Being the premises known as Lots 30, 33 and [illegible] in Block 1034, Section 7 of the Tax Map of the City for the Borough of Queens.

PARCEL 7

BEGINNING at a point which is the intersection of the easterly line of 81st Street with the southerly line of Grand Central Parkway as now in use and running thence (1) Eastwardly, along said southerl line of Grand Central Parkway and along the northerly line of lands conveyed by Feldwood Realty Corporation to the Port of New York Author ity by Deed dated November 28, 1956 and Recorded in the Register's Office of Queens County on November 29, 1956 in Liber 6932 of Deeds at page 295 therein, 202.92 feet to the westerly line of 82nd Street (60.00 feet wide); thence (2) Southwardly, along said westerly line of 82nd Street, 155.22 feet to the southerly line of lands conveyed as aforesaid; thence (3) Westwardly, along said southerly line of lands conveyed as aforesaid, 200.00 feet to said easterly line of 81st Street; thence (4) Northwardly, along said easterly line of 81st Street, 119.07 feet to the point and place of BEGINNING.

Being the premises known as Lot 1 in Block 1034, Section 7 of the Tax Map of the City for the Borough of Queens.

157

PARCEL 8

BEGINNING at a point which is the intersection of the easterly line of 82nd Street (60.00 feet wide) with the northerly line of Astoria Boulevard (130.00 feet wide) and running thence (1) Northwardly, along said easterly line of 82nd Street, 296.57 feet to the northerly line of lands acquired by The Port of New York Authority in Condemnation Proceeding in which title vested on June 6, 1956; thence (2) Eastwardly, along said northerly line of lands so acquired, 200.01 feet to the westerly line of 83rd Street (60.00 feet wide); thence (3) Southwardly, along said westerly line of 83rd Street, 167.83 feet to the southerly line of lands acquired by condemnation as aforesaid; thence (4) Westwardly, along said southerly line of lands so acquired, 107.29 feet to the easterly line of lands so acquired; thence (5) Southwardly, along said easterly line of lands acquired by condemnation as aforesaid and along the easterly line of lands conveyed by Kunigunda Rickel & Louise S. Grimm by Deeds dated July 14 and 19, 1956 and September 24, 1956 and Recorded severally in the Register's Office of Queens County on July 26, 1956 in Liber 6897 at pages 57 & 59 therein and on October 4, 1956 in Liber 6917 at pages 611 and 613 therein, 173.89 feet to said northerly line of Astoria Boulevard; thence (6) Westwardly, along said northerly line of Astoria Boulevard, 127.72 feet to the point and place of BEGINNING.

Being the premises known as Lots 24, 26, 27, 28, 29, 32, 43, 46, 49, 50, 51, 53, 55 and 59 in Block 1077, Section 7 of the Tax Map of the City for the Borough of Queens.

PARCEL 9

BEGINNING at a point which is the intersection of the easterly line of 83rd Street (60.00 feet wide) with the southerly line of Grand Central Parkway as in use being also the northwesterly corner of lands acquired by The Port of New York Authority in a Condemnation Proceeding in which title vested on June 6, 1956 and running thence (1) Eastwardly, along said southerly line of Grand Central Parkway and along the northerly line of lands acquired as aforesaid and along the northerly line of lands conveyed by Barkin Levin & Co., Inc. to The Port of New York Authority by Deed dated July 20, 1956 and Recorded in the Register's Office of Queens County on July 20, 1956 in Liber 6895 of Deeds at page 549 therein, along the arc of a circle of 6603.00 feet radius the center of said arc lying to the south an arc distance of 262.64 feet to a point of compound curvature; thence (2) Eastwardly, continuing along said northerly line of lands conveyed as aforesaid and along said northerly line of Grand Central Parkway along the arc of a circle of 270.00 feet radius, the center of said arc lying to the south an arc distance of 188.49 feet to another point of compound curvature; thence (3) Eastwardly and Southwardly along said northerly line of Grand Central Parkway and said northerly line of lands conveyed as aforesaid, along the arc of a circle of 44.176 feet radius, the center of said arc lying to the south, an arc distance of 30.89 feet to a point in the westerly line of 85th Street (60.00 feet wide); thence (4) Southwardly, along said westerly line of 85th Street and along the easterly line of lands conveyed as

6/

aforesaid, 258.23 feet to the southerly line of lands conveyed as aforesaid; thence (5) Westwardly, along said southerly line of lands conveyed as aforesaid, 360.00 feet to the easterly line of lands conveyed as aforesaid; thence (6) Southwardly, along said easterly line of lands so conveyed, 41.38 feet to the southerly line of lands so conveyed; thence (7) Westwardly, along said southerly line of lands so conveyed, 100.00 feet to said easterly line of 83rd Street; thence (8) Northwardly, along said easterly line of 83rd Street, 269.32 feet to the point and place of BEGINNING.

Being the premises known as Lots 60 and 62, in Block 1078, Section 7 of the Tax Map of the City for the Borough of Queens.

Subject, however, to the following:

(a) the Agreement with respect to Municipal Air Terminals between the Port Authority and the City, dated April 17, 1947, and all rights of the Port Authority as lessee or otherwise under said Agreement;

(b) outstanding title in any of the People herein in the State of New York or in the City and liens and encumbrances in favor of the People of the State of New York or the City which reduce the estate or interest of any of the former owners;

(c) encroachments, if any, upon the premises herein described of any structures or appurtenances standing or maintained partly upon the premises herein described and partly upon the adjoing premises; and

(d) any state of facts which an accurate survey may show.

TO HAVE AND TO HOLD the premises granted to the City, its successors and assigns forever, subject, however, to the items specified aforesaid.

IN WITNESS WHEREOF, the Port Authority has caused its corporate seal to be hereunto affixed and duly attested and this indenture to be signed in triplicate by its Executive Director the day and year first above written.

THE PORT OF NEW YORK AUTHORITY

By _____
Austin J. Tobin, Executive Director

ATTEST:

_____
Secretary

Approved as to form:

_____
Sidney Goldstein
General Counsel

THE CITY OF NEW YORK

AND

THE PORT OF NEW YORK AUTHORITY

FIFTH SUPPLEMENTAL AGREEMENT

WITH RESPECT TO

MUNICIPAL AIR TERMINALS

Dated October 3, 1960

165

AGREEMENT (hereinafter referred to as "Fifth Supplemental Agreement") made as of this 3rd day of October , 1960, by and between THE CITY OF NEW YORK, a municipal corporation of the State of New York, with its principal office at the City Hall, in the Borough of Manhattan, City of New York (hereinafter referred to as the "City") and THE PORT OF NEW YORK AUTHORITY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of Congress, with its office at 111 Eighth Avenue, Borough of Manhattan, City of New York (hereinafter referred to as the "Port Authority"),

WITNESSETH, That:

WHEREAS, under date of April 17, 1947, the City and the Port Authority entered into an Agreement with respect to Municipal Air Terminals (hereinafter referred to as the "Original Agreement"), the execution of which by the City was authorized by resolution duly adopted by its Board of Estimate on April 17, 1947 (Cal. No. 5), and the execution of which by the Port Authority was authorized by resolution duly adopted by its Board of Commissioners on April 17, 1947, and

WHEREAS, under date of May 26, 1949, the City and the Port Authority entered into an agreement (hereinafter referred to as the "First Supplemental Agreement") modifying and supplementing said Original Agreement, the execution of said First Supplemental Agreement by the City having been authorized by resolution duly adopted by its Board of Estimate on May 26, 1949 (Cal. No. 137) and the execution thereof by the Port Authority having been authorized by resolution duly adopted by its Board of Commissioners on May 12, 1949, and

WHEREAS, under date of November 7, 1952, the City and the Port Authority entered into an agreement (hereinafter referred to as the "Second Supplemental Agreement") modifying and supplementing said Original Agreement, the execution of said Second Supplemental Agreement by the City having been authorized by resolution duly adopted by its Board of Estimate on October 23, 1952 (Cal. No. 27) and the execution thereof by the Port Authority having been authorized by resolution duly adopted by its Board of Commissioners on August 14, 1952, and

WHEREAS, under date of May 28, 1956, the City and the Port Authority entered into an agreement (hereinafter referred to as the "Third Supplemental Agreement") modifying and supplementing said Original Agreement, the execution of said Third Supplemental Agreement by the City having been authorized by resolution duly adopted by its Board of Estimate on April 26, 1956 (Cal. No. 111) and the execution thereof by the Port Authority having been authorized by resolution duly adopted by its Board of Commissioners on May 10, 1956, and

WHEREAS, under date of November 6, 1959 the City and the Port Authority entered into an Agreement (hereinafter referred to as "Fourth Supplemental Agreement") modifying and supplementing said Original Agreement, the execution of said Fourth Supplemental Agreement by the City having been authorized by resolution duly adopted by its Board of Estimate on October 9, 1958 (Cal. No. 60) and the execution thereof by the Port Authority having been authorized by resolution duly adopted by its Board of Commissioners on October 8, 1958, and

16

WHEREAS, it is necessary and desirable that certain of the terms, conditions and provisions of said Original Agreement should be further modified, amended and supplemented;

NOW, THEREFORE, for and in consideration of the agreements and covenants herein contained, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns that said Original Agreement shall be and it is hereby supplemented and amended as follows:

I. DEFINITIONS

Except as hereinafter expressly provided, any words or phrases used in this Fifth Supplemental Agreement and specifically defined in the Original Agreement shall be read and construed in accordance with the definition in the Original Agreement.

II. SUBSTITUTED SCHEDULE A

The schedule marked "Substituted Schedule A" annexed to the Second Supplemental Agreement and amended and supplemented by the Third Supplemental Agreement and the Fourth Supplemental Agreement is hereby further amended and supplemented by adding as Item 14 thereof, the "Supplement to Substituted Schedule A" annexed hereto. Whenever in the Original Agreement reference is made to Schedule A, such reference shall be construed to refer to said Substituted Schedule A as substituted by the Second Supplemental Agreement, amended and supplemented by the Third Supplemental Agreement and by the Fourth Supplemental Agreement and as amended and supplemented hereby.

169

III. SURRENDER OF PORTION OF DEMISED PREMISES - LA GUARDIA AIRPORT--ADDITIONAL LANDS

The Port Authority hereby gives up, grants, yields and surrenders unto the City and the City hereby accepts the surrender of the portion of the demised premises described in Item 14 of the "Supplement to Substituted Schedule A" attached hereto, and all the estate, right, title, interest, term of years, property, claim and demand whatsoever of the Port Authority of, in, to and out of the same, to the intent and purpose that the said term in said portion of the premises herein surrendered may be wholly merged, extinguished, determined and excluded from the original lease agreement, to have and to hold said premises herein surrendered unto the City, its successors and assigns forever, upon the conditions following, to wit: during the term for which the demised premises are leased.

1. The Port Authority and its employees, contractors, permittees, agents or other person duly designated by it shall have the right, without cost or expense to the City, to install, maintain, operate, relocate or replace in, under and upon the premises herein surrendered, including any city streets which may be within the boundaries thereof, such approach lighting systems and other aids to avigation and facilities incidental thereto as shall be necessary or desirable in the opinion of the Port Authority for the safe and efficient operation of LaGuardia Airport, at locations therein which the Port Authority shall deem appropriate therefor, and the Port Authority and its employees, contractors, permittees, agents or other person duly designated by it shall have the right at all times to enter upon the said premises to inspect the condition thereof and to enter thereon with men, equipment, trucks and vehicles in order to effect the installation, repair, replacement, expansion and relocation of such

approach lighting systems, other aids to avigation, and facilities incidental thereto;

2. the City shall use the premises herein surrendered for park purposes and for no other purpose whatsoever; the City shall not develop or use the premises herein surrendered nor exercise any right with respect thereto so as to interfere with, impair or obstruct the safe and efficient operation and development of La Guardia Airport or the safe and unrestricted passage of aircraft over the premises herein surrendered; the City shall abate any smoke or vapor, at the request of the Port Authority; the City shall not erect, install or maintain any structure, building, tower, pole, wire or other object the construction, maintenance or operation of which would constitute a hazard to avigation in the opinion of the Port Authority;

3. the City shall take all reasonably practicable precautions to prevent its agents, employees, licensees, contractors and invitees from intruding upon, interfering with or damaging any property upon the said premises installed, operated or maintained by or on behalf of the Port Authority; and

4. the City shall not place fill in or upon the premises surrendered by Section III of this Fifth Supplemental Agreement or place any structures or buildings thereon except in accordance with plans approved by the Chief Engineer of the Port Authority, provided, that such approval shall not be withheld unreasonably.

IV. <u>SURRENDER OF SURPLUS PARCEL - ITEM 2 - SUBSTITUTED SCHEDULE A</u>

The Port Authority hereby gives up, grants, yields and surrenders unto the City and the City hereby accepts the surrender

of the portion of the demised premises consisting of four (4) parcels of land on Rikers Island, Borough of the Bronx, described as Item 2 in the Substituted Schedule A attached to the Second Supplemental Agreement, and all the estate, right, title, interest, term of years, property, claims and demands whatsoever of the Port Authority of, in to and out of the same, to the intent and purpose that the said term in said portion of the premises herein surrendered may be wholly merged, extinguished, determined and excluded from the original lease agreement, to have and to hold said premises herein surrendered unto the City, its successors and assigns forever, subject, however, during the term for which the demised premises were leased, to the provisions of section 24 of the Original Agreement.

V. LEASE OF ADDITIONAL DEMISED PREMISES - LA GUARDIA AIRPORT

The City hereby demises and leases to the Port Authority and the Port Authority does hereby hire and take from the City, for air terminal purposes and for purposes incidental thereto, the additional lands shown in cross hatching on the map of La Guardia Airport annexed hereto marked "Supplemental Map I-A" to have and to hold unto the Port Authority from the date of this Fifth Supplemental Agreement until the expiration or sooner termination of the Original Agreement, subject to all of the terms, covenants and conditions set forth in the said Original Agreement.

As soon as possible after completion of the programm of rehabilitating and improving La Guardia Airport, the Port Authority shall, itself or through others acting on its behalf, landscape the area along Grand Central Parkway between the Parkway pavement and the southerly boundary of La Guardia Airport shown on the annexed "Supplemental Map I-A" with screen planting satisfactory to the

172

Department of Parks and, as between the City and the Port Authority, the Port Authority shall assume the cost of such initial landscaping. Thereafter, such landscaping shall be maintained by the City.

IN WITNESS WHEREOF, the City has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Mayor; and the Port Authority has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Executive Director, the day and year first above written.

ATTEST:

Herman Katz
City Clerk

THE CITY OF NEW YORK

Robert F. Wagner
Mayor

ATTEST:

Joseph G. Carty
Secretary

THE PORT OF NEW YORK AUTHORITY

Austin J. Tobin
Executive Director

Approved as to Form

Leo A. Larkin
Acting Corporation Counsel

Approved as to Form

R. C. Skehan
Assistant General Counsel

3

Ex.1

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

On this 14th day of July, 1960, before me personally came and appeared AUSTIN J. TOBIN, to me known, who being by me duly sworn, did depose and say that he resides at ; that he is the Executive Director of THE PORT OF NEW YORK AUTHORITY, a body corporate and politic created by compact between the States of New York and New Jersey, with the consent of Congress, described in and which executed the foregoing instrument; that he knows the seal of THE PORT OF NEW YORK AUTHORITY aforesaid; that the seal affixed to the said instrument is such seal; that it was so affixed by order of the Commissioners of THE PORT OF NEW YORK AUTHORITY and that he signed his name thereto by like order.

Albert J. Buckley

ALBERT J. BUCKLEY
NOTARY PUBLIC, State of New York
No. 60-0479065
Qualified in Westchester County
Commission expires March 30, 1961.

17

Ex.1

STATE OF NEW YORK)
COUNTY OF NEW YORK } ss:
CITY OF NEW YORK)

On the 11th day of October, 1960, before me personally came HERMAN KATZ, with whom I am personally acquainted, and known to me to be the City Clerk of THE CITY OF NEW YORK, who, being by me duly sworn did depose and say that he resides at ; that he is the City Clerk of THE CITY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Estimate, and that he signed his name thereto as City Clerk by like authority; and further that he knows and is acquainted with ROBERT F. WAGNER and knows him to be the person described in and who as Mayor of THE CITY OF NEW YORK executed the said instrument; that he saw him subscribe and execute the same, and that he acknowledged to him, the said HERMAN KATZ, that he executed the same, and he, the said HERMAN KATZ thereupon subscribed his name hereto.

Joseph A. Fanelli

JOSEPH A. FANELLI
Commissioner of Deeds City of New York
New York County Clerk's No. 19
Commission Expires March 19, 1961

75

Supplement to Substituted Schedule A

ITEM 14

PARCEL 1

ALL those lots, pieces or parcels of land, with the buildings and improvements, if any, thereon, situate, lying and being in the Borough and County of Queens, City and State of New York, known and designated on a certain map entitled "Map of Property belonging to Valentin Klein, situate in the 2nd Ward of the Borough of Queens, New York City surveyed September 1919, by Walter I. Browne, C.E. & C.S.", and filed or intended to be filed in the Office of the Clerk of the County of Queens as and by the Lots #25 and 26, which said lots according to said map are bounded and described as follows:

BEGINNING at a point on the westerly side of 82nd Street (formerly 25th Street) distant northerly 299.35 feet from the corner formed by the intersection of the westerly side of 25th Street and the northeasterly side of Astoria Boulevard (formerly Astoria Avenue); running thence westerly and at right angles to said 82nd Street, 100 feet; thence northerly and parallel with said 82nd Street, 45.98 feet to lands now or formerly of the Estate of Garrett Kowenhoven, deceased; thence easterly along said lands 100 feet to the westerly side of 82nd Street, 45.04 feet to the point or place of beginning.

Being the premises also known and designated as and by the Lot #25, Block 1034 of Section 7 as shown on the Tax Map of the County of Queens.

PARCEL 2

All that certain plot, piece or parcel of land situate, lying and being in the Borough and County of Queens, City and State of New York, known as and by the Lot No. 1, Block No. 1077 of Section 7, as shown on Tax Map of the County of Queens, said Block No. 1077 being designated as Block No. 1409 of Section 6 of the land Map of the County of Queens, and bounded and described as follows:

On the North by Grand Central Parkway, on the West by Eighty-Second Street; and on the East by Eighty-Third Street.

SECURITY DRAWINGS – Ex. (4)

THIS INDENTURE, made the 14 day of July, 1960, between THE PORT OF NEW YORK AUTHORITY, a body corporate and politic, created by Compact between the States of New York and New Jersey, with the consent of Congress, having its office at 111 Eighth Avenue, Borough of Manhattan, City, County and State of New York, (hereinafter referred to as the "Port Authority") and THE CITY OF NEW YORK, a municipal corporation of the State of New York, having its principal office at City Hall, in the Borough of Manhattan, City, County and State of New York (hereinafter referred to as the "City"),

WHEREAS, the Agreement between the Port Authority and the City with respect to Municipal Air Terminals dated April 17, 1947, which Agreement was recorded on the 22nd day of May, 1947, in the office of the Register of the City of New York (Queens County) in Liber 5402 of Conveyances, page 319, provides among other things that the Port Authority shall convey to the City any lands or interests therein which it acquires for use in extension of the Municipal Air Terminals or for use in maintaining airplane beacons, guides or other aids to avigation, and that thereupon such property shall become part of the premises demised to the Port Authority under said Agreement; and

WHEREAS, the Port Authority has acquired for municipal air terminal purposes the lands hereinafter described, subject to the encumbrances and exceptions specified herein,

NOW, THEREFORE, WITNESSETH, that the Port Authority does hereby remise, release and quitclaim unto the City, its successors and assigns forever, all right, title and interest of the Port Authority in and to:

ALL those lots, pieces or parcels of land, with the buildings and improvements, if any, thereon, situate, lying and being in the Borough and County of Queens, City and State of New York, known and designated on a certain map entitled "Map of Property belonging to Valentin Klein, situate in the 2nd Ward of the Borough of Queens, New York City surveyed September 1919, by Walter I. Browne, C.E. & C.S.", and filed or intended to be filed in the Office of the Clerk of the County of Queens as and by the Lots #25 and 26, which said lots according to said map are bounded and described as follows:

BEGINNING at a point on the westerly side of 82nd Street (formerly 25th Street) distant northerly 299. 35 feet from the corner formed by the intersection of the westerly side of 25th Street and the northeasterly side of Astoria Boulevard (formerly Astoria Avenue); running thence westerly and at right angles to said 82nd Street, 100 feet; thence northerly and parallel with said 82nd Street, 45.98 feet to lands now or formerly of the Estate of Garrett Kowenhoven, deceased; thence easterly along said lands 100 feet to the westerly side of 82nd Street; thence southerly along said westerly side of 82nd Street, 4504 feet to the point or place of beginning.

Being the premises also known and designated as and by the Lot #25, Block 1034 of Section 7 as shown on the Tax Map of the County of Queens.

TOGETHER WITH:

All right, title and interest of the Port Authority or which the Port Authority has power to convey or dispose of, in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the premises.

18

All right, title and interest of the Port Authority or which the Port Authority has power to convey or dispose of, in and to all strips and gores abutting and of the title lines of said premises.

Subject, however, to the following:

(a) the Agreement with respect to Municipal Air Terminals between the Port Authority and the City, dated April 17, 1947, and all rights of the Port Authority as lessee or otherwise under said Agreement;

(b) outstanding title, if any, of the People of the State of New York or of the City and liens and encumbrances in favor of the People of the State of New York or the City which reduce the estate or interest of any of the former owners;

(c) encroachments, if any, upon the premises herein described of any structures or appurtenances standing or maintained partly upon the premises herein described and partly upon the adjoining premises; and

(d) any state of facts which an accurate survey may show.

TO HAVE AND TO HOLD the premises granted to the City, its successors and assigns forever, subject, however, to the items specified aforesaid.

IN WITNESS WHEREOF, the Port Authority has caused its corporate seal to be hereunto affixed and duly attested and this indenture to be signed in triplicate by its Executive Director the day and year first above written.

ATTEST:

Joseph G. Carty
Secretary

THE PORT OF NEW YORK AUTHORITY

By Austin J. Tobin
Austin J. Tobin
Executive Director

Approved as to form:

Rosaleen C. Skehan
Sidney Goldstein
General Counsel

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.: Ex.1

On the 14 day of July 1960, before me personally came AUSTIN J. TOBIN to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Executive Director of THE PORT OF NEW YORK AUTHORITY, a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of Congress, described in and which executed the foregoing instrument; that he knows the seal of THE PORT OF NEW YORK AUTHORITY; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Commissioners of THE PORT OF NEW YORK AUTHORITY; and that he signed his name thereto by like order.

Albert J. Buckley
Notary Public
Albert J. Buckley
Notary Public, State of New York
No.60-0479065
Qualified in Westchester County
Commission expires March 30, 1961

REC. 163 PAGE 12

—BOOK 163—

Sixth Suppl.
Cpt
5402/319

1966 JUN 29 PM 3:08 25855

THE CITY OF NEW YORK

B 18.00

AND

THE PORT OF NEW YORK AUTHORITY

OFFICE OF CITY REGISTER
Queens County
RECORDED
Witness my hand
and official seal
CITY REGISTER

NOT SUBJECT TO MTGE. TAX

The land affected by this instrument
lies in 14260 Lots 1, 101 & 16
on the Map of the County of Queens.

SIXTH SUPPLEMENTAL AGREEMENT

WITH RESPECT TO

MUNICIPAL AIR TERMINALS

JUN 29 65 87977

DATED August 24, 1965

R&R
A. J. BUCKLEY, ESQ
ROOM 1515
111 EIGHTH AVE.
NEW YORK, N.Y. 10011

18.00

SIXTH SUPPLEMENTAL AGREEMENT made as of the 24th day of August, 1965, between THE CITY OF NEW YORK, a New York municipal corporation, hereinafter called "The City", and "THE PORT OF NEW YORK AUTHORITY", a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of Congress, hereinafter called the "Port Authority".

W I T N E S S E T H, That:

WHEREAS, the parties hereto under date of April 17, 1947, have duly entered into an Agreement relating to Municipal Air Terminals, and

WHEREAS, the said parties have duly amended, supplemented and modified the said agreement by several Agreements duly entered into as of May 26, 1949, November 7, 1952, May 28, 1956, November 6, 1959 and October 3, 1960, respectively, and

WHEREAS, the said parties desire to further amend, supplement and modify the Agreement of April 17, 1947, as amended, supplemented and modified,

NOW, THEREFORE, it is mutually agreed as follows:

1. SURRENDER OF PORTIONS OF DEMISED PREMISES - JOHN F. KENNEDY INTERNATIONAL AIRPORT

The Port Authority hereby gives, grants and surrenders unto the City and the City hereby accepts the surrender of the portion of the demised premises shown cross-hatched and dotted on the map of John F.Kennedy International Airport annexed hereto and marked "Supplemental Map II-C", dated December 2, 1964, and further described in the annexed Schedule "A", and all the estate, right, title, interest, terms of years, property, claim and demand

whatsoever of the Port Authority of, in, to and out of the same, to the intent and purpose that the said term in said portion of the demised premises shown cross-hatched and dotted on said Supplemental Map II-C may be wholly merged, extinguished, determined and excluded from the original lease agreement, to have and to hold said premises herein surrendered unto the City, its successors and assigns forever, provided that the Port Authority shall have the right to the maintenance thereunder of existing utility facilities and aids to avigation of the Federal Aviation Agency and shall have the right to maintain and operate existing installations on Parcels 5, 6 and 7, and, subject to approval of the City, may relocate and replace such installations.

2. Pursuant to the provisions of Section V of the Third Supplemental Agreement of May 28, 1956, the Port Authority hereby consents to the use for street or highway purposes of those portions of the premises thereby surrendered which are shown hatched on Supplemental Map II-C, subject to such other conditions of that surrender which are not in conflict with the construction and the regulations approved by the State Superintendent of Public Works and the Federal Bureau of Public Roads.

It is understood that the line of the premises being surrendered by the Port of New York Authority or as to which it is granting consent to construction, all as shown on Supplemental Map II-C, shall be subject to modification as to detail as City authorized work progresses and as it is completed and in place, with confirmatory instruments to be provided as necessary.

3. CLOSING OF PORTION OF ROCKAWAY BOULEVARD - LOCATION OF NASSAU EXPRESSWAY.

The City agrees that it will close and discontinue as a street that portion of Rockaway Boulevard between New York Boulevard and a point 1,300 feet more or less, west of the northwest corner of Brookville Boulevard and Rockaway Boulevard. The City further agrees that a part of the proposed Nassau Expressway will be built north of that section of the existing Rockaway Boulevard which lies between Springfield Boulevard and a point 1,300 feet west of the northwest corner of Brookville Boulevard and Rockaway Boulevard, generally along the alignment shown on Supplemental Map II-C.

Port of New York Authority hereby waives any claim it may be entitled to by reason of the elimination, discontinuance and closing of said Rockaway Boulevard, and hereby agrees that there shall be no access from its property over and across said Rockaway Boulevard, except as it or the Federal Aviation Agency may require for the purpose of installing, operating, maintaining, relocating, replacing and inspecting approach lighting systems, other aids to avigation and facilities incidental thereto located within the area bounded by Rockaway Boulevard and the proposed New Nassau Expressway.

4. Except as in this agreement specifically stated, the terms, provisions and conditions of the agreements made by the parties hereto dated April 17, 1947, May 26, 1949, November 7, 1952, May 28, 1956, November 6, 1959 and October 3, 1960, respectively,

shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Mayor; and the Port Authority has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Executive Director, the day and year first above written.

ATTEST:
(Seal)

City Clerk

THE CITY OF NEW YORK

Mayor

ATTEST:

Secretary (Seal)

THE PORT OF NEW YORK AUTHORITY

Executive Director

Approved as to form

Corporation Counsel

Approved as to form

for General Counsel

19

Ex.1

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

On the 12th day of August, 1965, before me came Austin J. Tobin, to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Executive Director of the Port of New York Authority, the corporation described in, and which executed the foregoing instrument; that he 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 Commissioners of said corporation; and that he signed his name thereto by like order.

(Seal)

MILDRED C. PORTH
Notary Public, State of New York
No. 30-3137750
Qualified in Nassau County
Commission Expires March 30, 1967

Mildred C. Porth

Ex.1

STATE OF NEW YORK)
COUNTY OF NEW YORK } ss:
CITY OF NEW YORK)

On this 1st day of Aug, 1965, before me personally came Herman Katz, with whom I am personally acquainted, and known to me to be the City Clerk of The City of New York, who being by me duly sworn, did depose and say that he resides at , in the Borough of Manhattan, City of New York; that he is the City Clerk of The City of New York, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed as provided by law, and that he signed his name thereto as City Clerk by like authority, and further, that he knows and is acquainted with Robert F. Wagner, and knows him to be the person described in and who, as Mayor of The City of New York, executed the said instrument; that he saw him subscribe, execute and deliver the same, and that he acknowledged to him, the said City Clerk, and that he executed and delivered the same, and he, the said City Clerk thereupon subscribed his name thereto.

Joseph A. Fanelli

JOSEPH A. FANELLI
Commissioner of Deeds
City of New York No. 3-200
Certificate filed in New York County
Commission Expires March 31 1967

193

SCHEDULE A

PARCEL 1

BEGINNING at a point on the southerly line of Southern Parkway distant 989.58 feet westerly from the corner formed by the intersection of the southerly side of Southern Parkway with the westerly side of 153rd Place; thence westerly along the southerly side of Southern Parkway as the same bends, the following two distances 1352.41 feet and 1174.71 feet to a point where the southerly side of Southern Parkway intersects the easterly side of Van Wyck Expressway; thence southerly along the easterly side of Van Wyck Expressway on a curve to the left having a radius of 1212.00 feet; a central angle 18° 55' 40.5", a distance of 400.39 feet to a point; thence continuing southerly along the easterly side of Van Wyck Expressway on a curve to the left having a radius of 4512.00 feet; a central angle 7° 17' 15.4", a distance of 573.89 feet to a point; thence still southerly along easterly side of Van Wyck Expressway on a curve to the left, having a radius of 2012.00 feet; a central angle of 3° 15' 11.6" a distance of 114.24 feet; thence westerly on a straight line along the south side of Van Wyck Expressway a distance of 238.12 feet to a point; thence southerly on a curve to the right, having a radius of 2324.00 feet; a central angle 3° 24' 22.8", a distance of 138.17 feet to a point; thence easterly 96.00 feet to a point; thence southeasterly on a curve to the left having a radius of 593.00 feet a central angle 26° 42' 51.2", a distance of 276.49 feet to a point; thence southerly on a curve to the right, having a radius of 1528.00 feet; a central angle 4° 35' 45.8", a distance of 122.57 feet to a point; thence continuing on a curve to the right, having a radius of 728.00 feet; a central angle 44° 00' 13.2", a distance of 559.11 feet to a point; thence southwesterly on a straight line 153.60 feet to a point; thence southeasterly at right angles or nearly so to the last mentioned course 168.00 feet to a point; thence northeasterly at right angles or nearly so to last mentioned course 682.30 feet to a point; thence northeasterly on a curve to the right having a radius of 243.59 feet; a central angle 26° 16' 01", a distance of 111.67 feet to a point; thence northeasterly on a straight line 267.10 feet to a point; thence in a generally northerly direction on a curve to the left, having a radius of 673.35 feet; a central angle 48° 11' 29.2" a distance of 566.35 feet to a point; thence northerly on a straight line 654.62 feet to a point; thence continuing northeasterly on a curve to the right having a radius of 1918.64 feet, a central angle 4° 16' 52.1", a distance of 143.36 feet; thence continuing easterly on a curve to the right having a radius of 394.38 feet;a central angle 52° 00' 31.1", a distance of 357.98 feet to a point; thence still continuing easterly on a curve to the right having a radius of 15224.42 feet; a central angle 2° 56' 57.2" a distance of 783.66 feet to a point; thence still continuing easterly on a curve to the right, having a radius of 1130.14 feet; a central angle 9° 59' .08.0" a distance of 196.96 feet to a point; thence continuing easterly on a straight line 462.33 feet to a point; thence easterly

on a curve to the left, having a radius of 1050.00 feet; a central angle 13° 18' 44.2" a distance of 243.96 feet to a point; thence northerly on a straight line a distance of 861.44 feet to the point or place of beginning. It being intended to describe Damage Parcel No. 112 as shown on Section 2 of the Damage Map in the Proceeding to acquire title to lands required for "Nassau Expressway".

PARCEL 2

BEGINNING at a point on the southerly side of Southern Parkway where it intersects the westerly side of 124th Street; thence westerly along the southerly side of Southern Parkway 121.44 feet to an angle point therein; thence westerly still along the southerly side of Southern Parkway on a curve to the right, having a radius of 1237.83 feet, a central angle of 32° 23' 11.5", a distance of 699.69 feet to a point; thence in a straight line still along the southerly side of Southern Parkway 3396.56 feet to a point; thence still westerly along the southerly side of Southern Parkway, 106.84 feet to a point; thence southeasterly 101.46 feet to the southerly side of the premises herein described; thence easterly on a straight line 396.08 feet; thence easterly on a curve to the right, having a radius of 1958.00 feet, a central angle of 7° 07' 33.0" a distance of 243.51 feet; thence easterly on a straight line 406.86 feet; thence still easterly on a curve to the left, having a radius of 2530.00 feet a central angle of 22° 11' 38.7" a distance of 980.02 feet; thence easterly on a straight line 543.78 feet to an angle point; thence still easterly on a straight line 100.33 feet to an angle point; thence still easterly on a straight line 1420.99 feet to a point; thence still easterly on a curve to the left, having a radius of 4970.00 feet, a central angle of 6° 14' 22.9" a distance of 541.25 feet to a point; thence easterly on a straight line 155.61 feet to a point; thence easterly on a curve to the left, having a radius of 530.00 feet, a central angle of 23° 51' 46.3" a distance of 220.74 feet to a point; thence easterly on a straight line 473.01 feet to a point; thence still easterly on a curve to the left, having a radius of 1520.00 feet, a central angle of 12° 15' 28.4" a distance of 325.19 feet to the westerly side of 130th Street; thence northerly along the westerly side of 130th Street 56.32 feet to its intersection with the southerly side of 152nd Avenue; thence westerly along southerly side of 152nd Avenue 1560.00 feet to the westerly side of 124th Street; thence northerly at right angles to the last mentioned course 316.34 feet to the point or place of beginning. It being intended to describe Damage Parcel No.68, 69,70 and 71 as shown on Section 1 of the Damage Map in the Proceeding to acquire title to the lands required for "Nassau Expressway".

PARCEL 3

BEGINNING at a point on the southerly side of Southern Parkway where it intersects the easterly side of 134th Street; thence easterly along the southerly side of Southern Parkway in a straight line 139.18 feet to a point; thence in a straight line along the southerly side of Southern Parkway, said line deflecting 27° 56' 39.1" to the right 48.56 feet to a point of curvature; thence on a curve to the right having a radius of 612.00 feet a central angle of 18° 18' 58.9" a distance of 195.65 feet to a point; thence continuing on a curve to the right having a radius of 2512.00 feet, a central angle of 9° 16' 50.0" a distance of 406.88 feet to a point; thence westerly in a straight line, said line deflecting 161° 08' 25" to the right 171.09 feet to a point; thence in a straight line, said line deflecting 27° 14' 15.4" to the left 535.40 feet to a point on the easterly side of 134th Street; thence northerly along the easterly side of 134th Street 523.29 feet to the point or place of beginning. It being the intention to describe Damage Parcel No.111 as shown on Section I of the Damage Map in the Proceeding to acquire title to the lands required for "Nassau Expressway".

PARCEL 4

Portion of land from 150th Street to vicinity of 183rd Road, exclusive of Parcel 7, shown cross-hatched on Supplemental Map II-C.

PARCEL 5

Portion of land from extension of New York Boulevard to the extension of 228th Street, south of and adjoining Rockaway Boulevard, proposed for park use and shown dotted on Supplemental Map II-C.

PARCEL 6

Portion of land south of and adjoining Rockaway Boulevard from Brookville Boulevard westerly to a point 3,200 feet, more or less, from Brookville Boulevard proposed for park use, as shown dotted on Supplemental Map II-C.

PARCEL 7

Triangular portion of land south of the southerly side of Rockaway Boulevard from 159th Street to 147th Avenue, north of the right-of-way line of Nassau Expressway, proposed for additional lands, as shown cross-hatched on Supplemental Map II-C.

THE CITY OF NEW YORK

AND

THE PORT OF NEW YORK AUTHORITY

SEVENTH SUPPLEMENTAL AGREEMENT

WITH RESPECT TO

MUNICIPAL AIR TERMINALS

Dated December 21, 1965

7

SEVENTH SUPPLEMENTAL AGREEMENT made as of the 21 day of December, 1965 between THE CITY OF NEW YORK, a New York municipal corporation, hereinafter called "the City," and THE PORT OF NEW YORK AUTHORITY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of Congress, hereinafter called the "Port Authority."

WITNESSETH:

WHEREAS, under date of April 17, 1947 the City and the Port Authority entered into an Agreement With Respect to Municipal Air Terminals, (hereinafter referred to as the "Original Agreement"), providing for the improvement, development, operation and maintenance of John F. Kennedy International Airport and LaGuardia Airport by the Port Authority for a term commencing June 1, 1947 and expiring not later than May 31, 1997; and

WHEREAS, under dates of May 26, 1949, November 7, 1952, May 28, 1956, November 6, 1958, October 3, 1960 and August 24, 1965, the City and the Port Authority have duly amended, supplemented and modified said Original Agreement; and

WHEREAS, the City and the Port Authority are agreed that increase in the annual rental payable to the City, commencing with the calendar year 1965, will be in the public interest, and that the financing by the Port Authority of the costs of continued improvement, development, operation and maintenance of said airports will be facilitated by extension of the term of said Original Agreement;

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns, that said Original Agreement shall be and it hereby is amended, supplemented and modified as follows:

1. DEFINITIONS

a. Section 1 of the Original Agreement is hereby amended by striking out the definitions of "Gross operating revenue," "Net operating revenue," and "Annual net revenue" and by substituting the following:

"Current year." The calendar year for which the rent is being computed.

"Annual net revenue." The difference between:

(a) the gross revenue of the current year; and

(b) the sum of the following: (1) operation and maintenance expense of the current year; (2) general and administrative expense of the current year; (3) imputed debt service of the current year.

"Gross revenue." All income and revenue of any nature whatsoever, derived by the Port Authority, in any manner whatsoever, or from any source whatsoever, from or in connection with the operation of the municipal air terminals, (including, without limiting the generality of the foregoing, net earnings derived from the investment of municipal air terminal operating funds) except the proceeds of bonds and notes and interest earned on capital funds.

"Operation and maintenance expense." The expense of the Port Authority which is directly attributable to the operation and maintenance of the municipal air terminals during the current year (other than the rent payable to the City by the Port Authority for the demised premises and general and administrative expense). No deduction, allowance or provision for depreciation, except for automotive equipment and equipment ancillary thereto, is to be included in the operation and maintenance expense.

"General and administrative expense." A sum equal to fifteen (15%) percent of the operation and maintenance expense.

19

"Imputed debt service." The sum of:

(a) the unamortized debt component (computed by multiplying the unamortized debt as of January 1 of the current year by the amortization factor for such year) and

(b) the capital replacement component (computed by multiplying the value of the plant in service on January 1 of the current year by the replacement factor for the current year).

Notwithstanding the method of computing the imputed debt service, as hereinabove defined, the capital replacement component shall be omitted in computing the imputed debt service for the last current year (calendar year 2015) of the lease, and the actual amount of capital transferred to completed construction during the calendar year 2015, less Federal aid received during the calendar year 2015, shall be used in lieu thereof.

"The unamortized debt component." The product of: (a) the unamortized debt as of January 1 of the current year and (b) the amortization factor.

"The capital replacement component." The product of (a) the value of the plant in service on January 1 of the current year and (b) the replacement factor.

"Amortization factor." The appropriate annual factor to be applied to the unamortized debt as of the beginning of the current year listed in Table I under the rate of current interest established for that year.

"Replacement factor." The appropriate replacement factor to be applied to value of plant in service as of the beginning of the current year listed in Table II under the rate of current interest established for that year.

"Unamortized debt as of January 1 of the current year 1965." $307,436,695.

"Unamortized debt as of January 1 of each current year thereafter." The sum of:

(a) the difference between: (1) the unamortized debt as of January 1 of the calendar year immediately preceding the current year and (2) the amount constituting the difference between (aa) the imputed debt service for such preceding calendar year and (bb) the interest for such preceding calendar year (computed by multiplying the unamortized debt as of January 1 of the preceding calendar year by the current interest rate for such preceding calendar year); and

(b) the difference between the amount of capital transferred to completed construction in such preceding year and federal aid transferred to completed construction in such preceding year.

"Current interest rate." The product (rounded off to the nearest eighth of one percent) arrived at by multiplying the average of the weekly indices as reported in the "Daily Bond Buyer" under their "20 Bond Index" during the calendar year preceding the current year by the appropriate factor indicated below:

Rating of Port Authority Bonds (Moody's)	*Rating of Port Authority Bonds (Standard & Poor's)*	*Factor*
Aa	AA	1.09
A	A	1.14
Baa	BBB	1.21

The average of the weekly indices will be rounded off to the nearest .01. If the average before rounding happens to fall at the exact midpoint between two successive 1/100's, it shall be rounded down on the first such occurrence, then up and down alternately on successive occurrences. Similarly, should the product of the average index and the appropriate factor result in a number at the exact midpoint between two successive eighths of one percent, it shall be rounded down on the first such occurrence, then up and down alternately on successive occurrences.

20

"Rating of Port Authority bonds" shall be the lower rating of the municipal bond ratings supplied by "Moody's Investors Service Inc." or "Standard & Poor's Corp." of those Port Authority bond issues (other than Port Authority bonds guaranteed by any other government body) for which the Port Authority received and accepted bids during the calendar year preceding the current year. If the bond issues sold during that year do not all have the same rating, then the factor to be used shall be the average (rounded to the nearest .01) of the factors corresponding to the rating of said bond issues at the time of acceptance of bids, weighted in accordance with the principal amounts of said bond issues. In the event that there are no bond issues in the calendar year preceding the current year, then the rating of bond issues of the last previous calendar year prior thereto in which the Port Authority received and accepted bids on any bond issue shall be deemed the rating of the bond issues during the calendar year preceding the current year.

In the event that the "Daily Bond Buyer" or their "20 Bond Index" or "Moody's Investors Service, Inc." or "Standard and Poor's Corp." or the rating of Port Authority bonds by said Moody's Investors Service, Inc. or Standard and Poor's Corp. shall be discontinued during the term of this agreement, a comparable substitute for such discontinued element shall be mutually agreed upon in writing by the City and the Port Authority within thirty (30) days after such discontinuance. In the event that the parties shall fail to agree upon such a substitute within the time hereinabove specified, the question shall be submitted to three experts in this field recommended by the American Arbitration Association and selected as follows: each of the parties to this agreement, within thirty (30) days after the expiration of the period hereinabove specified for reaching agreement upon a substitute for such discontinued element, shall designate one such expert recommended by the American Arbitration Association and the two experts thus chosen shall, within fifteen (15) days after both have been designated, designate a third expert having the recommendation of such Association. The determination of a majority of said three experts shall be final and binding upon the parties hereto and the parties hereto agree to be bound by such determination provided that such determination shall be made in writing within forty-five (45) days next after the submission to them of the question, or on or before any later date to which the said experts, by any writing signed by a majority of them shall enlarge the time for making such determination.

"The value of the plant in service as of January 1 of the current year 1965." $414,067,129.

"The value of the plant in service as of January 1 of each current year after 1965." The sum of:

(a) the value of the plant in service on January 1 of the calendar year immediately preceding the current year; and

(b) the difference between the capital amount of transfers to completed construction in the year immediately preceding the current year and the capital expenditures related to the properties retired during such preceding year.

As used in this lease, the term "plant in service" shall not include automotive equipment or equipment ancillary thereto.

b. Section 1 of the Original Agreement is hereby further amended by striking out of the definition of "Bonds issued for municipal air terminal purposes" the following sentence:

"The proceeds of such bonds shall be used solely for such purposes."

2. Term

a. The first paragraph of Section 3 of the Original Agreement is hereby amended to read as follows:

"The term for which the demised premises are leased shall commence on the 1st day of June, 1947, subject to the provisions hereinafter set forth in Section 12, and shall expire on the 31st day of December, 2015."

b. The second paragraph of Section 3 of the Original Agreement is hereby amended by striking it out in its entirety and inserting in place thereof, the following:

"Notwithstanding any other provision of this Seventh Supplemental Agreement or of the Original Agreement, as amended, supplemented or modified, the Port Authority shall not pledge any revenues of the municipal air terminals, or any part thereof, derivable at any time after the end of the lease term or sooner termination thereof (other than revenues accruing prior to the end of the lease term or sooner termination thereof), as security for the repayment of principal or interest, or of any part thereof, on any bonds of the Port Authority issued for municipal air terminal purposes or any other purposes, nor shall any such bonds of the Port Authority or any provision thereof affect in any manner whatsoever or grant any right whatsoever to or in the municipal air terminals or their operation, maintenance or revenues for or during any period after the end of the lease term or sooner termination thereof."

c. The third paragraph of Section 3 of the Original Agreement is hereby amended by striking out the following words:

"depreciation, obsolescence, ordinary wear and tear excepted,"

3. RENT

Section 4 of the Original Agreement is amended by striking that Section out in its entirety and by substituting therefor the following:

"RENTS

The annual rent which the Port Authority shall pay to the City for each current year from January 1, 1965 until the end of the term herein provided shall be as follows:

A. *Guaranteed Annual Rent*

The guaranteed annual rent for each such year shall be the amount of:

$2,037,000 for the years 1965 through 1984;
$3,094,000 for the years 1985 through 1997;
$3,500,000 for the years 1998 through 2015.

B. *Additional Payment*

The Port Authority shall pay to the City, as additional rent for each such year the amount, if any, by which the guaranteed annual rent for such year is exceeded by the percentage of annual net revenue for such year indicated on the schedule below:

1965 through 1974	50%
1975 through 1984	60%
1985 through 2015	75%

The guaranteed annual rent for each such current year as specified in Paragraph A above shall be due and payable to the City on or before January 31 of such current year. The additional payment, if any, which may be due for each such current year pursuant to the provisions of Paragraph B above, shall be due and payable to the City on or before March 31 of the calendar year following such current year.

On or before March 31 of each calendar year the Port Authority shall furnish to the City a statement of the annual net revenue of the municipal air terminals for the current year preceding such calendar year.

Such statement shall be a complete report of the following:

(a) An itemized statement of gross revenue by sources for such current year, together with a schedule of any items excludable under the terms of the lease.

(b) An itemized statement of operation and maintenance expenses for such current year listed by activity accounts.

202

(c) An itemized statement of the imputed debt service for such current year which shall include:

1. A schedule of individual properties and costs thereof comprising plant placed in service and plant retired during the year immediately preceding such current year; and

2. A detailed computation of the unamortized debt component and the capital replacement component for such current year.

The guaranteed annual rent for the current year 1965 shall be paid upon the date of execution of this agreement. The additional payment for such year shall be due and payable on or before March 31, 1966. The additional payment for the current year 2015 shall be due and payable on or before March 31, 2016.

No breach of any covenant, term or condition in this agreement shall excuse the Port Authority from the prompt payment of the rent herein reserved provided, however, in the event the Port Authority, under any law that may hereafter be enacted or applied, shall be or become subject to and liable for payment to the City of any taxes, assessments or governmental levies or imposts (except charges for water and for the use of the sewer system pursuant to Section 13 of the Original Agreement as herein amended and Section 14 of the Original Agreement) upon or against the demised premises or upon any part or parts thereof, then the payment by the Port Authority of the amount of such taxes, assessments, levies or imposts (except those imposed on sublessees or tenants for which the Port Authority, by agreement with such sublessees or tenants, assumes the obligation to pay) shall, as between the City and the Port Authority, be deemed payment *pro tanto* of the rent herein reserved, and the amount of such payments shall be treated as a cumulative credit against rent otherwise payable hereunder."

4. Repairs

a. Section 5 of the Original Agreement is amended by striking out the following words: ", ordinary wear and tear excepted"

b. Section 5 of the Original Agreement is further amended by adding the following sentence at the end thereof:

"In the event the premises or any building, structures or improvements thereon or any part thereof at the end of the lease term or sooner termination are in a state of disrepair resulting from the failure of the Port Authority to repair, maintain or paint said premises, building, structures or improvements during said term, then in that event the Port Authority shall be required to sufficiently repair, paint or place the premises in good order or condition as though all of such work had been properly done during such term."

5. Accounts

Section 8 of the Original Agreement is amended by striking that section out in its entirety and substituting therefor the following:

"The Port Authority shall keep, in a manner consistent with accepted accounting practice, complete records and accounts in regard to the operation, maintenance and construction or other capital development, and of all gross revenues and expenses, of the Municipal Air Terminals; and full and complete details of the costs of all properties transferred to and retired from plant in service and shall allow the City or any duly authorized representative of the City, at all reasonable times, to examine said records and accounts, also to examine all contracts and agreements relating to construction, maintenance and operation and all leases or agreements now or hereafter made with any and all tenants, occupants and users thereof, and such other documents as reasonably may be required by the City for the purposes of verifying, if it shall so desire, the statement or statements of annual net revenue herein required to be furnished by the Port Authority.

For this purpose the Port Authority shall make available agreement and lease files, and records reflecting any adjustments to accounts, and audit reports made by the internal auditors of the Port Authority or by outside accountants retained by the Port Authority or by consultants, relating to or verifying the factors of revenue, expense and imputed debt service which enter into the computation of rent under this lease.

All accounting records now separately maintained for the Municipal Air Terminals shall continue to be separately maintained and all Municipal Air Terminals records now incorporated with other Port Authority records shall, whenever feasible, be separately grouped and summarized within those Port Authority records and coded for ready identification.

All accounting records maintained by the Port Authority bearing on allocations and prorations of operation and maintenance expense to the Municipal Air Terminals shall be made available to the City or any duly authorized representative of the City."

6. Sewer and Other Rights Reserved to the City

Section 13 of the Original Agreement is amended by adding at the end of such Section the following paragraph:

"The Port Authority shall pay to the City the amount of all sewer rents and sewer surcharges prescribed by or pursuant to the provisions of Administrative Code §§ 683a(4)-9.0 and 687-1.0, for use of the sewer system by the demised premises.

7. Section 39 of the Original Agreement is hereby stricken out in its entirety.

8. This Seventh Supplemental Agreement shall be effective as of January 1, 1965.

9. The City agrees to waive and hereby does waive any claim which it may have against the Authority under Section 4 of the Original Agreement with respect to the period prior to December 31, 1964. It is further agreed that the payments heretofore made by the Port Authority to the City constitute full payment of the obligation of the Port Authority to the City under Section 4 of the Original Agreement for the period prior to December 31, 1964.

In Witness Whereof, the City has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Mayor; and the Port Authority has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Executive Director, the day and year first above written.

Attest:

City Clerk

~~The City of New York~~

Mayor

Attest:

Assistant Secretary

The Port of New York Authority

Executive Director

Approved as to Form:

Acting Corporation Counsel

Approved as to Form:

General Attorney

204

Ex.1

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

On the 21st day of December, 1965, before me came Austin J. Tobin, to me known, who, being by me duly sworn, did depose and say that he resides at , that he is the Executive Director of The Port of New York Authority, the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that it was so affixed by order of the Commissioners of said corporation; and that he signed his name thereto by like order.

(SEAL)

Catherine A. Zaffarano

CATHERINE A. ZAFFARANO
Notary Public, State of New York
No. 41-4376392
Qualified in Queens County
Commission Expires March 30, 1967

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

On this 21st day of December, 1965 before me personally came HERMAN KATZ, with whom I am personally acquainted, and known to me to be the City Clerk of The City of New York, who being by me duly sworn, did depose and say that he resides at in the Borough of Manhattan, City of New York; that he is the City Clerk of The City of New York, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporation seal; that it was so affixed as provided by law, and that he signed his name thereto as City Clerk by like authority, and further, that he knows and is acquainted with Robert F. Wagner, and knows him to be the person described in and who, as Mayor of The City of New York, executed the said instrument; that he saw him subscribe, execute and deliver the same, and that he acknowledged to him, the said HERMAN KATZ that he executed and delivered the same, and he, the said HERMAN KATZ thereupon subscribed his name thereto.

(SEAL)

Joseph A. Fanelli

JOSEPH A. FANELLI
Commissioner of Deeds
City of New York No. 3-200
Certificate filed in New York County
Commission Expires March 1, 1967

'05

TABLE I

INSTRUCTIONS: Determine the current interest rate established for the current year. "Leasehold Term Remaining" is the unexpired term of the lease from January 1 of the current year. The appropriate equal annual factor to be applied to the unamortized debt as of the beginning of that year is shown under the rate of current interest established for that year on the line corresponding to the "Leasehold Term Remaining."

TABLE 1

Factors for Unamortized Debt Component of Imputed Debt Service

Leasehold Term Remaining	Amortization Factor Under "Current Interest" Rates of: 2½%	2¾%	2¾%	2¾%
51	.03491	.03580	.03670	.03761
50	.03526	.03614	.03704	.03795
49	.03562	.03651	.03740	.03830
48	.03601	.03688	.03777	.03867
47	.03641	.03728	.03816	.03906
46	.03683	.03770	.03857	.03946
45	.03727	.03813	.03901	.03989
44	.03773	.03859	.03946	.04034
43	.03822	.03907	.03994	.04081
42	.03873	.03958	.04044	.04131
41	.03927	.04012	.04097	.04184
40	.03984	.04066	.04153	.04239
39	.04044	.04127	.04212	.04298
38	.04107	.04190	.04275	.04360
37	.04174	.04257	.04341	.04426
36	.04245	.04328	.04411	.04495
35	.04321	.04403	.04486	.04569
34	.04401	.04482	.04565	.04648
33	.04486	.04567	.04649	.04732
32	.04577	.04658	.04739	.04822
31	.04674	.04754	.04835	.04917
30	.04778	.04858	.04938	.05020
29	.04889	.04969	.05049	.05130
28	.05009	.05088	.05168	.05248
27	.05138	.05216	.05296	.05376
26	.05277	.05355	.05434	.05514
25	.05428	.05505	.05584	.05663
24	.05591	.05669	.05747	.05826
23	.05770	.05847	.05924	.06003
22	.05965	.06041	.06119	.06196
21	.06179	.06255	.06332	.06409
20	.06415	.06491	.06567	.06644
19	.06676	.06752	.06828	.06904
18	.06967	.07042	.07118	.07194
17	.07293	.07368	.07443	.07519
16	.07660	.07735	.07810	.07885
15	.08077	.08151	.08226	.08301
14	.08554	.08628	.08702	.08777
13	.09105	.09179	.09253	.09328
12	.09749	.09823	.09897	.09971
11	.10511	.10584	.10659	.10733
10	.11426	.11500	.11574	.11648
9	.12546	.12620	.12694	.12769
8	.13947	.14021	.14096	.14171
7	.15750	.15825	.15900	.15975
6	.18155	.18231	.18307	.18383
5	.21525	.21602	.21680	.21758
4	.26582	.26662	.26742	.26822
3	.35014	.35098	.35183	.35268
2	.51883	.51977	.52072	.52166
1	1.02500	1.02625	1.02750	1.02875

109

TABLE I

(Continued)

Leasehold Term Remaining	3%	3¼%	3½%	3¾%	3½%
51	.03853	.03947	.04041	.04136	.04232
50	.03887	.03979	.04073	.04168	.04263
49	.03921	.04014	.04107	.04201	.04296
48	.03958	.04050	.04142	.04236	.04331
47	.03996	.04087	.04180	.04273	.04367
46	.04036	.04127	.04219	.04312	.04405
45	.04079	.04169	.04260	.04352	.04445
44	.04123	.04213	.04304	.04395	.04488
43	.04170	.04259	.04349	.04441	.04533
42	.04219	.04308	.04398	.04488	.04580
41	.04271	.04360	.04449	.04539	.04630
40	.04326	.04414	.04503	.04592	.04683
39	.04384	.04472	.04560	.04649	.04739
38	.04446	.04533	.04620	.04709	.04798
37	.04511	.04597	.04685	.04773	.04861
36	.04580	.04666	.04753	.04840	.04928
35	.04654	.04739	.04825	.04912	.05000
34	.04732	.04817	.04903	.04989	.05076
33	.04816	.04900	.04985	.05071	.05157
32	.04905	.04988	.05073	.05158	.05244
31	.05000	.05083	.05167	.05252	.05337
30	.05102	.05185	.05268	.05352	.05437
29	.05211	.05294	.05377	.05460	.05545
28	.05329	.05411	.05494	.05577	.05660
27	.05456	.05538	.05620	.05702	.05785
26	.05594	.05675	.05756	.05838	.05921
25	.05743	.05823	.05904	.05985	.06067
24	.05905	.05985	.06065	.06146	.06227
23	.06081	.06161	.06241	.06321	.06402
22	.06275	.06354	.06433	.06513	.06593
21	.06487	.06566	.06644	.06724	.06804
20	.06722	.06800	.06878	.06957	.07036
19	.06981	.07059	.07137	.07215	.07294
18	.07271	.07348	.07425	.07503	.07582
17	.07595	.07672	.07749	.07826	.07904
16	.07961	.08037	.08114	.08191	.08268
15	.08377	.08453	.08529	.08606	.08683
14	.08853	.08928	.09004	.09080	.09157
13	.09403	.09478	.09554	.09630	.09706
12	.10046	.10121	.10197	.10272	.10348
11	.10808	.10883	.10958	.11033	.11109
10	.11723	.11798	.11873	.11949	.12024
9	.12843	.12918	.12994	.13069	.13145
8	.14246	.14321	.14396	.14472	.14548
7	.16051	.16126	.16202	.16278	.16354
6	.16460	.18536	.18613	.18690	.18767
5	.21835	.21913	.21992	.22070	.22148
4	.26903	.26983	.27064	.27144	.27225
3	.35353	.35438	.35523	.35608	.35693
2	.52261	.52356	.52450	.52545	.52640
1	1.03000	1.03125	1.03250	1.03375	1.03500

210

TABLE I

(Continued)

Leasehold Term Remaining	3¼%	3⅜%	3½%	4%
51	.04329	.04427	.04526	.04626
50	.04360	.04457	.04556	.04655
49	.04392	.04489	.04587	.04686
48	.04426	.04523	.04620	.04718
47	.04462	.04558	.04655	.04752
46	.04500	.04595	.04691	.04788
45	.04539	.04634	.04730	.04826
44	.04581	.04675	.04771	.04866
43	.04625	.04719	.04814	.04909
42	.04672	.04765	.04859	.04954
41	.04722	.04814	.04908	.05002
40	.04774	.04866	.04959	.05052
39	.04829	.04921	.05013	.05106
38	.04888	.04979	.05071	.05163
37	.04951	.05041	.05132	.05224
36	.05017	.05107	.05198	.05289
35	.05088	.05177	.05267	.05358
34	.05164	.05252	.05342	.05431
33	.05244	.05332	.05421	.05510
32	.05331	.05418	.05506	.05595
31	.05423	.05510	.05597	.05686
30	.05523	.05609	.05696	.05783
29	.05629	.05715	.05801	.05888
28	.05745	.05830	.05915	.06001
27	.05869	.05953	.06038	.06124
26	.06004	.06087	.06172	.06257
25	.06150	.06233	.06317	.06401
24	.06309	.06392	.06475	.06559
23	.06483	.06565	.06648	.06731
22	.06674	.06756	.06837	.06920
21	.06884	.06965	.07046	.07128
20	.07116	.07196	.07277	.07358
19	.07373	.07453	.07533	.07614
18	.07660	.07740	.07819	.07899
17	.07983	.08061	.08140	.08220
16	.08346	.08424	.08503	.08582
15	.08760	.08838	.08916	.08994
14	.09234	.09311	.09389	.09467
13	.09783	.09860	.09937	.10014
12	.10425	.10501	.10578	.10655
11	.11185	.11262	.11338	.11415
10	.12100	.12176	.12252	.12329
9	.13220	.13297	.13373	.13449
8	.14624	.14700	.14776	.14853
7	.16431	.16507	.16584	.16661
6	.18844	.18921	.18999	.19076
5	.22227	.22305	.22384	.22463
4	.27306	.27387	.27468	.27549
3	.35779	.35864	.35949	.36035
2	.52735	.52830	.52925	.53020
1	1.03625	1.03750	1.03875	1.04000

211

TABLE I

(Continued)

Leasehold Term Remaining	4 3/16%	4 1/4%	4 5/16%	4 3/8%
51	.04726	.04828	.04930	.05033
50	.04755	.04856	.04958	.05060
49	.04785	.04886	.04987	.05089
48	.04817	.04917	.05017	.05119
47	.04851	.04950	.05050	.05151
46	.04886	.04985	.05084	.05184
45	.04924	.05022	.05121	.05220
44	.04963	.05061	.05159	.05258
43	.05005	.05102	.05200	.05298
42	.05050	.05146	.05243	.05341
41	.05097	.05192	.05289	.05386
40	.05147	.05242	.05338	.05434
39	.05200	.05294	.05390	.05486
38	.05256	.05350	.05445	.05540
37	.05316	.05410	.05504	.05598
36	.05381	.05473	.05567	.05661
35	.05449	.05541	.05634	.05727
34	.05522	.05613	.05705	.05798
33	.05600	.05691	.05782	.05874
32	.05684	.05774	.05865	.05956
31	.05774	.05864	.05954	.06044
30	.05871	.05960	.06049	.06139
29	.05975	.06063	.06152	.06241
28	.06088	.06175	.06263	.06352
27	.06210	.06297	.06384	.06472
26	.06342	.06428	.06515	.06602
25	.06486	.06571	.06657	.06744
24	.06643	.06728	.06813	.06899
23	.06814	.06899	.06983	.07068
22	.07003	.07086	.07170	.07255
21	.07210	.07293	.07376	.07460
20	.07440	.07522	.07605	.07688
19	.07695	.07776	.07858	.07941
18	.07980	.08061	.08142	.08224
17	.08300	.08380	.08461	.08542
16	.08661	.08741	.08821	.08902
15	.09073	.09152	.09232	.09311
14	.09545	.09624	.09703	.09782
13	.10092	.10170	.10249	.10328
12	.10733	.10810	.10888	.10967
11	.11492	.11569	.11647	.11725
10	.12406	.12483	.12560	.12638
9	.13526	.13603	.13680	.13757
8	.14930	.15006	.15084	.15161
7	.16738	.16815	.16893	.16970
6	.19154	.19232	.19310	.19388
5	.22542	.22621	.22700	.22779
4	.27630	.27712	.27793	.27874
3	.36120	.36206	.36292	.36377
2	.53115	.53210	.53305	.53400
1	1.04125	1.04250	1.04375	1.04500

If the current interest rate established for a current year is outside of the 2½-4½% range, then the equal annual factor for such year ($\frac{1}{a_{\overline{N}|}}$) can be computed by the following formula:

$$\frac{1}{a_{\overline{N}|}} = \frac{i}{1 - v^N} \text{; where}$$

N = Leasehold Term Remaining from January 1 of the current year;

i = Current interest rate established for that year; and

$$v = \frac{1}{1 + i}$$

The equal annual factors appearing in the foregoing table were computed by the application of this formula. These factors shall be subject to verification each year.

TABLE II

INSTRUCTIONS: Determine the current interest rate established for the current year. "Leasehold Term Remaining" is the unexpired term of the lease from January 1 of the current year. The appropriate replacement factor to be applied to the value of the plant in service as of the beginning of that year is shown under the rate of current interest established for that year on the line corresponding to the "Leasehold Term Remaining."

TABLE II

Factors for Capital Replacement Component of Imputed Debt Service

Leasehold Term Remaining	Replacement Rate	Replacement Factor Under "Current Interest" Rates of: 2½%	2¾%	2¾%
51	.00572	.03361	.03350	.03339
50	.00756	.03458	.03450	.03441
49	.00963	.03554	.03547	.03541
48	.01191	.03646	.03642	.03637
47	.01437	.03735	.03732	.03729
46	.01697	.03818	.03817	.03816
45	.01970	.03895	.03896	.03897
44	.02250	.03966	.03968	.03971
43	.02534	.04030	.04033	.04037
42	.02817	.04085	.04090	.04095
41	.03094	.04132	.04138	.04144
40	.03361	.04170	.04177	.04184
39	.03613	.04200	.04207	.04215
38	.03846	.04220	.04228	.04236
37	.04055	.04232	.04240	.04249
36	.04238	.04235	.04244	.04252
35	.04390	.04230	.04239	.04248
34	.04511	.04218	.04227	.04236
33	.04599	.04200	.04209	.04217
32	.04654	.04177	.04185	.04193
31	.04677	.04149	.04157	.04165
30	.04670	.04118	.04125	.04133
29	.04636	.04085	.04092	.04099
28	.04578	.04052	.04058	.04065
27	.04500	.04019	.04025	.04031
26	.04408	.03988	.03993	.03999
25	.04305	.03959	.03964	.03969
24	.04198	.03934	.03938	.03943
23	.04091	.03912	.03917	.03921
22	.03988	.03895	.03900	.03904
21	.03894	.03884	.03888	.03892
20	.03811	.03877	.03881	.03885
19	.03742	.03875	.03878	.03882
18	.03688	.03877	.03881	.03885
17	.03651	.03884	.03888	.03892
16	.03629	.03895	.03899	.03903
15	.03623	.03909	.03913	.03917
14	.03630	.03926	.03930	.03934
13	.03649	.03945	.03949	.03953
12	.03677	.03965	.03969	.03974
11	.03713	.03986	.03990	.03995
10	.03753	.04006	.04011	.04015
9	.03795	.04026	.04031	.04036
8	.03838	.04045	.04050	.04055
7	.03879	.04063	.04067	.04072
6	.03917	.04078	.04083	.04088
5	.03950	.04092	.04097	.04102
4	.03977	.04104	.04109	.04114
3	.03999	.04113	.04118	.04123
2	.04015	.04120	.04125	.04130
1	.04025	.04125	.04130	.04135

17.

TABLE II

(Continued)

Leasehold Term Remaining	2¾%	3%	3¼%	3½%	3¾%
51	.03328	.03317	.03306	.03295	.03283
50	.03432	.03423	.03414	.03405	.03395
49	.03534	.03527	.03520	.03512	.03505
48	.03632	.03627	.03622	.03617	.03611
47	.03726	.03723	.03720	.03717	.03713
46	.03815	.03814	.03812	.03811	.03809
45	.03897	.03898	.03898	.03898	.03899
44	.03973	.03975	.03977	.03979	.03981
43	.04040	.04044	.04047	.04051	.04054
42	.04100	.04104	.04109	.04114	.04118
41	.04150	.04156	.04162	.04167	.04173
40	.04191	.04198	.04204	.04211	.04218
39	.04222	.04230	.04237	.04245	.04252
38	.04244	.04253	.04261	.04269	.04277
37	.04257	.04266	.04274	.04283	.04291
36	.04261	.04270	.04278	.04287	.04296
35	.04257	.04265	.04274	.04283	.04292
34	.04244	.04253	.04262	.04271	.04279
33	.04226	.04234	.04243	.04251	.04260
32	.04201	.04210	.04218	.04226	.04235
31	.04172	.04180	.04188	.04196	.04204
30	.04140	.04148	.04155	.04163	.04170
29	.04106	.04113	.04120	.04127	.04135
28	.04072	.04078	.04085	.04091	.04098
27	.04037	.04043	.04049	.04056	.04062
26	.04005	.04010	.04016	.04022	.04027
25	.03975	.03980	.03985	.03990	.03996
24	.03948	.03953	.03958	.03963	.03968
23	.03926	.03930	.03935	.03940	.03944
22	.03908	.03913	.03917	.03921	.03926
21	.03896	.03900	.03904	.03908	.03912
20	.03888	.03892	.03896	.03900	.03904
19	.03886	.03890	.03894	.03898	.03902
18	.03889	.03893	.03897	.03900	.03904
17	.03896	.03900	.03904	.03908	.03911
16	.03907	.03911	.03915	.03919	.03923
15	.03921	.03925	.03929	.03933	.03937
14	.03939	.03943	.03947	.03951	.03955
13	.03958	.03962	.03966	.03970	.03975
12	.03978	.03982	.03987	.03991	.03995
11	.03999	.04003	.04008	.04012	.04017
10	.04020	.04024	.04029	.04034	.04038
9	.04040	.04045	.04050	.04054	.04059
8	.04059	.04064	.04069	.04074	.04078
7	.04077	.04082	.04087	.04092	.04096
6	.04093	.04098	.04103	.04108	.04113
5	.04107	.04112	.04117	.04122	.04127
4	.04119	.04124	.04129	.04134	.04138
3	.04128	.04133	.04138	.04143	.04148
2	.04135	.04140	.04145	.04150	.04155
1	.04140	.04145	.04150	.04155	.04160

TABLE II

(Continued)

Leasehold Term Remaining	3½%	3¾%	3¾%	3⅞%
51	.03272	.03260	.03248	.03237
50	.03386	.03376	.03367	.03357
49	.03498	.03490	.03483	.03475
48	.03606	.03601	.03595	.03589
47	.03710	.03706	.03703	.03699
46	.03808	.03806	.03804	.03802
45	.03899	.03899	.03899	.03899
44	.03982	.03984	.03986	.03987
43	.04057	.04060	.04064	.04067
42	.04123	.04127	.04132	.04136
41	.04179	.04185	.04190	.04196
40	.04225	.04231	.04238	.04244
39	.04260	.04267	.04275	.04282
38	.04285	.04293	.04301	.04309
37	.04300	.04308	.04317	.04325
36	.04305	.04313	.04322	.04331
35	.04301	.04309	.04318	.04327
34	.04288	.04297	.04306	.04315
33	.04269	.04277	.04286	.04295
32	.04243	.04251	.04260	.04268
31	.04212	.04220	.04228	.04236
30	.04178	.04186	.04193	.04201
29	.04142	.04149	.04156	.04163
28	.04105	.04111	.04118	.04125
27	.04068	.04074	.04080	.04086
26	.04033	.04039	.04044	.04050
25	.04001	.04006	.04012	.04017
24	.03973	.03977	.03982	.03987
23	.03949	.03953	.03958	.03962
22	.03930	.03934	.03939	.03943
21	.03916	.03920	.03925	.03929
20	.03908	.03912	.03916	.03920
19	.03906	.03910	.03913	.03917
18	.03908	.03912	.03916	.03920
17	.03915	.03919	.03923	.03927
16	.03927	.03931	.03935	.03938
15	.03941	.03945	.03949	.03953
14	.03959	.03963	.03967	.03971
13	.03979	.03983	.03987	.03991
12	.04000	.04004	.04008	.04013
11	.04021	.04026	.04030	.04035
10	.04043	.04047	.04052	.04056
9	.04064	.04068	.04073	.04077
8	.04083	.04088	.04093	.04097
7	.04101	.04106	.04111	.04116
6	.04117	.04122	.04127	.04132
5	.04132	.04137	.04141	.04146
4	.04143	.04148	.04153	.04158
3	.04153	.04158	.04163	.04168
2	.04160	.04165	.04170	.04175
1	.04166	.04171	.04176	.04181

19

TABLE II

(Continued)

Leasehold Term Remaining	4%	4¼%	4½%	4¾%	5%%
51	.03225	.03213	.03201	.03189	.03177
50	.03347	.03337	.03328	.03317	.03307
49	.03467	.03459	.03452	.03444	.03436
48	.03584	.03578	.03572	.03566	.03560
47	.03695	.03691	.03687	.03683	.03679
46	.03800	.03798	.03796	.03794	.03792
45	.03899	.03898	.03898	.03898	.03897
44	.03989	.03990	.03991	.03993	.03994
43	.04070	.04073	.04075	.04078	.04081
42	.04141	.04145	.04149	.04153	.04158
41	.04201	.04207	.04212	.04218	.04223
40	.04251	.04257	.04264	.04270	.04277
39	.04289	.04297	.04304	.04311	.04319
38	.04317	.04325	.04333	.04341	.04349
37	.04334	.04342	.04350	.04359	.04367
36	.04340	.04348	.04357	.04366	.04375
35	.04336	.04345	.04354	.04363	.04371
34	.04324	.04332	.04341	.04350	.04359
33	.04303	.04312	.04321	.04329	.04338
32	.04276	.04285	.04293	.04302	.04310
31	.04244	.04252	.04261	.04269	.04277
30	.04209	.04216	.04224	.04232	.04239
29	.04170	.04178	.04185	.04192	.04199
28	.04131	.04138	.04145	.04151	.04158
27	.04093	.04099	.04105	.04111	.04118
26	.04056	.04062	.04068	.04073	.04079
25	.04022	.04028	.04033	.04038	.04044
24	.03992	.03997	.04002	.04007	.04012
23	.03967	.03972	.03976	.03981	.03986
22	.03947	.03952	.03956	.03960	.03965
21	.03933	.03937	.03941	.03945	.03950
20	.03924	.03928	.03932	.03936	.03940
19	.03921	.03925	.03929	.03933	.03937
18	.03924	.03927	.03931	.03935	.03939
17	.03931	.03935	.03939	.03942	.03946
16	.03942	.03946	.03950	.03954	.03958
15	.03957	.03961	.03965	.03969	.03973
14	.03975	.03980	.03984	.03988	.03992
13	.03996	.04000	.04004	.04008	.04012
12	.04017	.04021	.04026	.04030	.04034
11	.04039	.04043	.04048	.04052	.04057
10	.04061	.04065	.04070	.04075	.04079
9	.04082	.04087	.04091	.04096	.04101
8	.04102	.04107	.04112	.04116	.04121
7	.04121	.04125	.04130	.04135	.04140
6	.04137	.04142	.04147	.04152	.04157
5	.04151	.04156	.04161	.04166	.04171
4	.04163	.04168	.04173	.04178	.04183
3	.04173	.04178	.04183	.04188	.04193
2	.04180	.04185	.04190	.04196	.04201
1	.04186	.04191	.04196	.04201	.04206

220

If the current interest rate established for a current year is outside of the 2½-4½% range, then the replacement factor for such year (Fy) can be computed by the following formula:

$$F_y = \left[\sum_{j=y}^{j=M} (R_j)(v)^{(j-y)} \right] \left[\frac{i}{1 - v^{(M-y+1)}} \right] \text{; where}$$

y = Current year of lease (For example, January 1, 1965 through December 31, 1965 = 1, etc.);

i = Current interest rate established for that year;

Rj = Replacement rate for that year (The replacement rate for a current year is the replacement rate shown alongside the "Leasehold Term Remaining" figure measured from January 1 of any such year. For example, the replacement rate for 1965 = .00572);

M = 51; and

$$v = \frac{1}{1 + i}$$

The replacement factors appearing in the foregoing table were computed by the application of this formula. These factors shall be subject to verification each year.

CITY OF NEW YORK
BOARD OF ESTIMATE
BUREAU OF SECRETARY
RECEIVED JAN 7
REFERRED CALENDAR
Reg. No. 4067 Vol. 141
CITY OF NEW YORK
BOARD OF ESTIMATE
BUREAU OF SECRETARY
MAR 13 1969
REFERRED CALENDAR
Reg. No. 4533 Vol. 141

THE CITY OF NEW YORK

and

THE PORT OF NEW YORK AUTHORITY

REEL 339 PAGE 44

EIGHTH SUPPLEMENTAL AGREEMENT

with respect to

MUNICIPAL AIR TERMINALS

Dated: December 12, 1968

AGREEMENT (hereinafter referred to as "Eighth Supplemental Agreement") made as of this 12th day of December , 1968, by and between THE CITY OF NEW YORK, a municipal corporation of the Borough of Manhattan, City of New York (hereinafter referred to as the "City") and THE PORT OF NEW YORK AUTHORITY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of Congress, with its office at 111 Eighth Avenue, Borough of Manhattan, City of New York (hereinafter referred to as the "Port Authority"),

REEL 339 PAGE 45

WITNESSETH, That:

WHEREAS, the parties hereto under date of April 17, 1947, have duly entered into an Agreement with Respect to Municipal Air Terminals (hereinafter referred to as "Original Agreement"), and

WHEREAS, the said parties have duly amended, supplemented and modified the said Original Agreement by several Agreements duly entered into as of May 26, 1949, November 7, 1952, May 28, 1956, November 6, 1958, October 3, 1960, August 24, 1965 and December 21, 1965, respectively, and

WHEREAS, it is necessary and desirable that certain of the terms, conditions and provisions of said Original Agreement should be further modified, amended and supplemented,

NOW, THEREFORE, for and in consideration of the agreements and covenants herein contained, the City and the Port Authority hereby mutually undertake, promise and agree,

each for itself and its successors and assigns that said Original Agreement shall be and it is hereby further supplemented and amended as follows:

I. SUBSTITUTED SCHEDULE A REEL 339 PAGE 46

The schedule marked "Substituted Schedule A" annexed to the Second Supplemental Agreement and amended and supplemented by the Third Supplemental Agreement, the Fourth Supplemental Agreement and the Fifth Supplemental Agreement is hereby further amended and supplemented by adding as Items 15, 16 and 17 thereof, the "Supplement to Substituted Schedule A" annexed hereto. Whenever in the Original Agreement reference is made to Schedule A, such reference shall be construed to refer to said Substituted Schedule A as substituted by the Second Supplemental Agreement, amended and supplemented by the Third Supplemental Agreement, the Fourth Supplemental Agreement and the Fifth Supplemental Agreement and as amended and supplemented hereby.

II. SURRENDER OF PORTION OF DEMISED PREMISES - LA GUARDIA AIRPORT

A. ADDITIONAL PROPERTY ACQUIRED

The Port Authority hereby gives up, grants, yields and surrenders unto the City and the City hereby accepts the surrender of the portion of the demised premises described in Item 15 of the "Supplement to Substituted Schedule A" attached hereto, and all the estate, right, title, interest,

term of years, property, claim and demand whatsoever of the Port Authority of, in, to and out of the same, to the intent and purpose that the said term in said portion of the premises herein surrendered may be wholly merged, extinguished, determined and excluded from the Original Agreement as amended, to have and to hold said premises herein surrendered unto the City, its successors and assigns forever, upon the conditions following, to wit: during the term for which the demised premises are leased,

1. the Port Authority and the Federal Aviation Administration shall have the right, without cost or expense to the City, to install, maintain, operate, relocate or replace in, under and upon the premises herein surrendered, including any city streets which may be within the boundaries thereof, such approach lighting systems and other aids to avigation and facilities incidental thereto as shall be necessary or desirable in the opinion of the Port Authority or of the Federal Aviation Administration for the safe and efficient operation of La Guardia Airport, at locations therein which the Port Authority shall deem appropriate therefor, and the Port Authority and the Federal Aviation Administration, its and their duly designated employees, contractors and agents shall have the right at all times to enter upon the said premises to inspect the condition thereof and to enter thereon with men, equipment, trucks and vehicles in order to effect the installation, repair, replacement, expansion and relocation of such approach lighting systems, other aids to avigatio

and facilities incidental thereto;

2. the City shall use the premises herein surrendered for park purposes and for no other purpose whatsoever; the City shall not develop or use the premises herein surrendered nor exercise any right with respect thereto so as to interfere with, impair or obstruct the safe and efficient operation and development of La Guardia Airport or the safe and unrestricted passage of aircraft in and over the same; the City shall abate any smoke or vapor, at the request of the Port Authority; the City shall not erect, install or maintain any structure, building, tower, pole, wire or other object the construction, maintenance or operation of which would constitute a hazard to avigation in the opinion of the Port Authority;

3. the City shall take all reasonably practicable precautions to prevent its agents, employees, licensees, contractors and invitees from intruding upon, interfereing with or damaging any property upon the said premises installed, operated or maintained by or on behalf of the Port Authority or the Federal Aviation Administration; and

4. the City shall not place fill in or upon the premises surrendered by Section II-A of this Eighth Supplemental Agreement or place any structures or buildings thereon except in accordance with plans approved by the Chief Engineer of the Port Authority, provided, that such approval shall not be withheld unreasonably.

B. DITMARS BOULEVARD RELOCATED

The Port Authority hereby gives up, grants, yields and surrenders unto the City and the City hereby accepts the surrender of the portion of the demised premises hereinafter more fully bounded and described and all the estate, right, title, interest, terms of years, property claim and demand whatsoever of the Port Authority of, in, to and out of the same, to the extent and purpose that the said term in said portion of the demised premises may be wholly merged, distinguished, determined and excluded from the Original Agreement as amended, to have and to hold said premises herein surrendered unto the City, its successors and assigns forever, provided, that during the term for which the demised premises are leased, said premises herein surrendered shall be held by the City for street purposes and for no other purpose or purposes whatsoever, and provided further that the Port Authority shall have the right to the maintenance and use therein and thereunder of utility facilities heretofore installed by the Port Authority:

> All that certain plot, piece or parcel of land situate, lying and being in the County of Queens, City and State of New York, more fully bounded and described as follows:
>
> > Beginning at a point which is the intersection of the easterly line of relocated Ditmars Boulevard (100 feet wide) with the northerly line of Grand Central Parkway said point of beginning having the coordinate values of South 31551.943 and East 24690.651 and running thence (1) Westwardly along said northerly line of Grand Central Parkway, curving to the right along the arc of a circle, the radius of which is 6257.00 feet, a distance

229

of 100.49 feet to the westerly line of relocated Ditmars Boulevard (100 feet wide); thence (2) North 41°-50'-57" West along said westerly line of relocated Ditmars Boulevard, 466.83 feet to a point of curvature; thence (3) Northwestwardly along said westerly line of relocated Ditmars Boulevard, curving to the left along the arc of a circle, the radius of which is 135.00 feet a distance of 105.53 feet to a point in the northerly prolongation of said 81st Street; thence (4) North 36°-54'-45" West along said northerly prolongation of 81st Street, 9.36 feet to a point in the former westerly line of Ditmars Boulevard; thence (5) Southeastwardly along said former westerly line of Ditmars Boulevard, curving to the right along the arc of a circle, the radius of which is 871.48 feet, a distance of 162.09 feet to a point in the easterly line of relocated Ditmars Boulevard, thence (6) South 41°-50'-57" East, along said easterly line of relocated Ditmars Boulevard, 477.38 feet to the point and place of beginning. REEL 339 PAGE 50

The coordinates and bearings hereinabove mentioned in the description in this item refer to the rectangular system of coordinates established by the Topographical Bureau of the Borough of Queens, City of New York, grid north being 28°-59'-13.5" east of true north.

C. RIKERS ISLAND BRIDGE

The Port Authority hereby gives up, grants, yields and surrenders unto the City and the City hereby accepts the surrender of the portion of the demised premises hereinafter described and of the estate, right, title, interest, term of years, property claim and demand whatsoever of the Port Authority of, in, to and out of the same to the intent and purpose that said term in said portion of the premises herein surrendered may be wholly merged, extinguished, determined and excluded from the Original Agreement as amended, to have and to hold said premises herein surrendered unto the City,

230

its successors and assigns forever, provided that until the expiration or sooner termination of said Original Agreement, as amended, the premises herein surrendered shall be held by the City for the maintenance and operation of that portion of the Rikers Island Bridge approach structure presently constructed within the demised premises and for no other purpose or purposes whatsoever.

The premises herein surrendered consist of all that certain plot, piece or parcel of land situate and being in the County of Queens, City and State of New York, 80 feet in width measured 40 feet from each side of the center line of that portion of the Rikers Island Bridge approach structure presently constructed within the demised premises lying below a limiting plane the elevation of which is 45 feet above the surface elevation of the pavement surfaces of the bridge approach roadways.

RESERVING to the Port Authority, however, the right to place fill therein and construct within, over or upon the aforesaid described property and under, in, over or upon said approach structure appropriate means of access to and from other portions of the demised premises at La Guardia Airport abutting upon either side of the aforesaid described property for vehicles, pedestrians, pipelines or other utilities, provided, however, that (a) such rights shall be exercised with minimum inconvenience to the City in the use of the

bridge approach structure; (b) any Port Authority plans and specifications for placing such fill and providing such access shall be subject to the approval of the Commissioner of Public Works of the City, which approval shall not be unreasonably withheld; (c) the City shall not erect, install or maintain any additional structure, building, tower, pole, wire or other object, the construction, maintenance or operation of which in the opinion of the Port Authority would constitute a hazard to avigation; (d) the City shall take all reasonably practicable precautions to prevent its agents, employees, licensees, contractors and invitees from intruding upon, interfering with or damaging any property used in connection with the operation or development of La Guardia Airport; and (e) the City, for itself, its agents, contractors, consultants, employees or others acting on its behalf but without creating any rights in third parties in the nature of third-party contract beneficiary rights, shall indemnify and save the Port Authority harmless from any claims, causes of action or judgments, by reason of any loss, damages or personal injury sustained by any person or persons including death, as well as for any claims for damages to property as may arise or as may be alleged to arise from the construction, maintenance, operation, control or occupancy in or upon the said premises by the City including claims, suits and demands based on the alleged negligence in connection therewith of the Port Authority, its Commissioners, officers, agents or employees.

REEL 339 PAGE 52

III. LEASE OF ADDITIONAL DEMISED PREMISES - LA GUARDIA AIRPORT

The City hereby demises and leases to the Port Authority and the Port Authority does hereby hire and take from the City for air terminal purposes and for purposes incidental thereto the additional lands hereinafter described to have and to hold unto the Port Authority until the expiration or sooner termination of the Original Agreement as amended, subject to all the terms, covenants and conditions set forth therein and any special terms, covenants and conditions hereinafter set forth with respect to any particular parcel;

A. PARKING LOT NO. 5 REEL 339 PAGE 53

All that certain plot, piece or parcel of land situate, lying and being in the County of Queens, City and State of New York, more particularly bounded and described as follows:

Beginning at the southeasterly corner of lands demised to The Port of New York Authority by The City of New York, by agreement entitled "Agreement with Respect to Municipal Air Terminals" dated April 17, 1947, recorded in the Office of the New York City Register, Queens County on May 22, 1947 in Liber 5402, Page 319, etc. of conveyances as amended, said point having the coordinate values of South 28137.071 and East 30055.609 and running thence (1) North 19°-13'-14" East along the easterly boundary line of said demised lands, 160.076 feet to a point the coordinates of which are South 27985.918, East 30108.307; thence (2) North 65°-58'-56" West, along said boundary line, 167.95 feet to a point the coordinates of which are South 27917.56, East 29954.90; thence (3) North 53°-05'-15" East, along said boundary line, 1732.55 feet to a point the coordinates of which are South 26876.993, East 31340.163; thence (4) South 11°-16'-29.13" West, 1658.888 feet to a point the coordinates of which

3-3

are South 28503.866, East 31015.827; thence (5) North 68°-45'-22" West, 685.000 feet to a point of curvature the coordinates of which are South 28255.664, East 30377.375; thence (6) Westwardly curving to the left along the arc of a circle, the radius of which is 9711.30 feet, a distance of 342.943 feet to the point and place of beginning.

The coordinates and bearings hereinabove mentioned in the description in this item refer to the rectangular system of coordinates established by the Topographical Bureau of the Borough of Queens, City of New York, grid north being 28°-59'-13.5" east of true north.

RESERVING to the City and to the United States Army Corps of Engineers a right of escorted access at all times by the Port Authority for vehicles and pedestrians through the aforesaid described lands to uplands now owned by the City and the United States Government abutting and lying and being situate southeast of the Airport.

SUBJECT to the following special terms, covenants and conditions:

1. If within six (6) months from the commencement of the letting hereunder the Department of Parks requests the Port Authority in writing to construct facilities to be devoted to park purposes at a location and upon plans and specifications to be approved by the Port Authority, the Port Authority shall proceed promptly to arrange for such construction; and the Port Authority shall assume the cost of construction up to but not exceeding Three Hundred Fifty Thousand Dollars ($350,000).

2. In the event no request to construct park facilities is received by the Port Authority from the Department of Parks within the time provided for in 1. above or the total cost of the construction so requested is less than Three Hundred Fifty Thousand Dollars ($350,000) the Port Authority shall pay either the difference between Three Hundred Fifty Thousand Dollars ($350,000) and the cost of the construction requested into the general fund of the City or the total amount of Three Hundred Fifty Thousand Dollars ($350,000) whichever is applicable.

3. The consents of the Port Authority herewith granted to the sale by the City at public auction of Parcel 6 and Parcel 8 described under Item 13 of said "Substituted Schedule A" heretofore surrendered by the Port Authority to the City for park purposes, as contained in Paragraph III of the agreement between the City and the Port Authority dated November 6, 1958 constituting the "Fourth Supplemental Agreement with Respect to Municipal Air Terminals", provided that:

(a) Said sale be made subject to covenants running with the land containing (i) the applicable airport protective provisions set forth in said Fourth Supplemental Agreement and (ii) a proviso that the successful purchaser at said public auction shall have no claim against the City, the Port Authority or the United States Government arising out of the operation of La Guardia Airport.

REEL 339 PAGE 55

35

(b) Out of the proceeds of each sale the City before depositing such proceeds into its general fund shall pay to the Port Authority the following:

(i) For disposition as directed by the Federal Aviation Agency, a sum equal to that Agency's share of the cost of acquisition paid by it for the parcel sold and

(ii) The difference, if any, between the Federal Aviation Agency's share as aforesaid and the total purchase price paid by the Port Authority for the acquisition of the parcel sold.

4. As between the City and the Port Authority, but without creating any rights in third persons, the Port Authority does hereby assume all responsibility for injuries to persons and damage to private and/or City property caused by its operations within the aforesaid described property and shall and does save and hold harmless the City and the Department of Parks from all claims and suits which may arise therefrom.

B. EXISTING PILE SUPPORTED EXTENSIONS TO RUNWAY 4-22 AND RUNWAY 13-31

All that certain plot, piece or parcel of land now or formerly under the waters of Flushing Bay and the East River, Boroughs and Counties of Queens and Bronx, respectively, City and State of New York, more particularly bounded and

described in the Grant Agreement from the People of the State of New York to The Port of New York Authority dated March 18, 1968 and recorded in the Department of State in Vol. 17 of Miscellaneous Deeds and Title Papers at page 331. REEL 339 PAGE 57

The term of this letting shall be from the date hereof until the expiration or sooner termination of the Original Agreement as amended or the aforesaid Grant Agreement, whichever is earlier, and subject to the covenants, conditions and restrictions set forth in said Grant Agreement.

C. BED OF DITMARS BOULEVARD (FORMER LOCATION)

All that certain plot, piece or parcel of land situate, lying and being in the County of Queens, City and State of New York, more particularly bounded and described as follows:

Beginning at a point which is the intersection of the former easterly line of Ditmars Boulevard (100 feet wide) with the northerly line of Grand Central Parkway said point of beginning having the coordinate values of South 31179.854 and East 25000.683 and running thence (1) Westwardly along said northerly line of Grand Central Parkway, curving to the right along the arc of a circle, the radius of which is 6257.00 feet, a distance of 118.92 feet to the former westerly line of Ditmars Boulevard thence (2) Northwardly along said former westerly line of Ditmars Boulevard, curving to the right along the arc of a circle, the radius of which is 1469.227 feet, a distance of 239.73 feet to a point of reverse curvature; thence (3) Northwardly, along said former westerly line of Ditmars Boulevard, curving to the left along the arc of a circle, the radius of which is 871.48 feet, a distance of 323.57 feet to a point in the easterly line of relocated Ditmars Boulevard; thence (4) North 41°-50'-57" West, along said easterly line of relocated Ditmars Boulevard; 27.65 feet to a point of curvature; thence (5) Northwardly, along said easterly line of relocated Ditmars Boulevard, curving to the left along the arc of a circle, the radius of which is 165.00 feet, a distance of 154.85 feet to a point in the former easterly line of Ditmars Boulevard; thence (6) Southwardly along said former easterly line of Ditmars Boulevard, curving to the right along the

7

arc of a circle, the radius of which is 971.483 feet, a distance of 504.13 feet to a point of reverse curvature; thence (7) Southwardly along said former easterly line of Ditmars Boulevard, curving to the left along the arc of a circle, the radius of which is 1369.227 feet, a distance of 285.54 feet to the point and place of beginning.

The coordinates and bearings hereinabove mentioned in the description in this item refer to the rectangular system of coordinates established by the Topographical Bureau of the Borough of Queens, City of New York, grid north being 28°-59'-13.5" east of true north.

IV. LEASE OF ADDITIONAL DEMISED PREMISES - J.F. KENNEDY INTERNATIONAL AIRPORT - EXISTING RUNWAY 4L-22R

The City hereby demises and leases to the Port Authority and the Port Authority does hereby hire and take from the City for air terminal purposes and for purposes incidental thereto the additional lands hereinafter described as are owned by the City, to have and to hold, unto the Port Authority until the expiration or sooner termination of the Original Agreement as amended, subject to all the terms, covenants and conditions set forth therein:

All that certain plot, piece or parcel of land situate, lying and being in the County of Queens, City and State of New York, now or formerly under the waters of Jamaica Bay more particularly bounded and described as follows:

Beginning at a point which is the intersection of the U.S. Pierhead and Bulkhead Line with the center line of Runway 4L-22R at John F. Kennedy International Airport, the coordinates of said point being South 61420.708, East 75234.177, and running thence (1) South 87°-43'-49.2" East along said U.S. Pierhead and Bulkhead Line, 250.013 feet to appoint the coordhinates of which are South 61430.609, East 75483.994; thence (2) South 1°-39'-00" West, 2784.297 feet to a point the coordinates of which are South 64213.751, East 75403.823; thence (3) North 88°-21'-00" West, 1037.500 feet to a point the coordinates of which are South 64183.877 East 74366.753; thence (4) North 1°-39'-00" East, 721.000 feet to a point the coordinates of which are South 63463.176, East 74387.513; thence (5) North 46°-21'-00" East, 337.649 feet to a point the coordinates of which are South 63230.114 East 74631.826; thence (6) North 1°-39'-00" East,

1831.949 feet to a point in said U.S. Pierhead and Bulkhead Line the coordinates of which are South 61398.925, East 74684.575; thence (7) South 87°-43'-49.2" East, along said U.S. Pierhead and Bulkhead Line, 550.033 feet to the point and place of beginning. The area whereof is 2,430.636 square feet or 55.800 acres.

The coordinates and bearings hereinabove mentioned in the description in this item refer to the rectangular system of coordinates established by the Topographical Bureau of the Borough of Queens, City of New York, grid north being 28°-59'-13.5" east of true north.

REEL 339 PAGE 59

In the event that it should be necessary for an application to be made to the State of New York to remove any cloud upon the title of the City with respect to the said premises, the City shall cooperate with the Port Authority with respect to any and all obligations, measures or other action appropriate for the effectuation of such purposes all at no expense to the City.

V. RENT

There shall be no reduction in rent or the Port Authority's obligations under the agreement with respect to the Municipal Air Terminals as amended and supplemented by reason of the release or surrender of any of the premises herein provided for.

IN WITNESS WHEREOF, the City has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Mayor; and the Port Authority has caused its corporate seal to be hereunto affixed and duly

attested and this Agreement to be signed by its Executive Director, the day and year first above written.

THE CITY OF NEW YORK

Attest:

City Clerk

DEPUTY Mayor

THE PORT OF NEW YORK AUTHORITY

Attest:

Assistant Secretary

Executive Director

Approved as to form

Acting Corporation Counsel

Approved as to form

Assistant General Counsel

240

Ex.1

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

REEL 339 PAGE 61

On the 24th day of March, 1969, before me personally came HERMAN KATZ, with whom I am personally acquainted, and known to me to be the City Clerk of THE CITY OF NEW YORK, who, being by me duly sworn did depose and say that he resides at

that he is the City Clerk of THE CITY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Estimate, and that he signed his name thereto as City Clerk by like authority; and further that he knows and is acquainted with ~~JOHN V. LINDSAY~~ ...rt W. Sweet and knows him to be the person described in and who as Mayor of THE CITY OF NEW YORK executed the said instrument; that he saw him subscribe and execute the same, and that he acknowledged to him, the said HERMAN KATZ, that he executed the same, and he, the said HERMAN KATZ thereupon subscribed his name thereto.

Deputy

Tillie Zmurko

TILLIE ZMURKO
Commissioner of Deeds, City of New York
No. 3-611
Certificate filed in New York County
Commission Expires October 24, 1969

41

Ex.1

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

REEL 339 PAGE 62

On this 12th day of December, 1968, before me personally came and appeared AUSTIN J. TOBIN, to me known, who being by me duly sworn, did depose and say that he resides at

that he is the Executive Director of THE PORT OF NEW YORK AUTHORITY, a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of Congress, described in and which executed the foregoing instrument; that he knows the seal of THE PORT OF NEW YORK AUTHORITY aforesaid; that the seal affixed to said instrument is such seal; that it was so affixed by order of the Commissioners of THE PORT OF NEW YORK AUTHORITY and that he signed his name thereto by like order.

ALBERT J. BUCKLEY
NOTARY PUBLIC State of New York
No. 60-0470050
Qualified in Westchester County
Commission Expires March 30, 1970

SUPPLEMENT TO SUBSTITUTED SCHEDULE A

ITEM 15

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, known on a certain map entitled, "Map of Property belonging to Valentine Klein," situate in the 2nd Ward, Borough of Queens, New York City, surveyed September 1919 by Walter I. Browne, C.E. & C.S., and filed in the Queens County office 11/11/1919, as and by Lots Nos. 34 and 35, which said lots with reference to said map are more particularly bounded and described as follows:

REEL 339 PAGE 63

BEGINNING at the corner formed by the intersection of the Northeasterly side of Astoria Avenue with the Easterly side of 24th Street (now 81st Street); thence running Northerly, along said Easterly side of 24th Street, 99.65 feet; thence Easterly, at right angles to said 24th Street, 50 feet; thence Southerly, again parallel with said 24th Street, 118.33 feet to said Northeasterly side of Astoria Avenue; and thence Northwesterly, along said Northeasterly side of Astoria Avenue, 53.37 feet to the point or place of BEGINNING.

EXCEPTING so much therefrom as was taken for the opening and widening of Astoria Boulevard.

Be the said several dimensions more or less.

ITEM 16

The right to install or permit the installation by the Federal Aviation Agency of aids to avigation in and upon the following described strip of property: REEL 339 PAGE 64

ALL that certain plot, piece or parcel of land situate and being in the Borough and County of Queens, City and State of New York, more particularly bounded and described as follows:

A parcel of land 400 feet wide and approximately 2300 feet long being 200 feet on each side of a center line drawn between points A and B, more particularly described as follows:

Point A: Being the point of intersection of the easterly line of Brookville Boulevard with the westerly line of Public Place as shown on Map 4445 approved by the Board of Estimate August 25, 1966. The coordinates of said point having the values of South 50073.247 and East 80011.861.

Point B: Being a point in the westerly line of Huxley Street distant 310.00 feet northerly thereon from the intersection of said westerly line of Huxley Street with the northerly line of Hook Creek Basin as shown on Map 4445 Approved by the Board of Estimate August 25, 1966. The coordinates of said point having the values of South 48672.492 and East 81881.320.

The coordinates and bearings hereinabove mentioned in the description in this item refer to the rectangular system of coordinates established by the Topographical Bureau of the Borough of Queens, City of New York, grid north being 28°-59'-13.5" east of true north.

INCLUDING AND SUBJECT TO the restrictions, covenants, terms and conditions provided in the Agreement between the City and the Port Authority dated June 20, 1967 not completed or satisfied by this letting.

ITEM 17

TRACT A

ALL that certain plot, piece or parcel of land, situate, lying and being in the 5th Ward of the Borough and County of Queens, City and State of New York, shown and designated on the Tax Map of the Borough of Queens in the 5th Ward as Lot 1, Block 459, as said Tax Map was on October 22, 1951, and being more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of DeCosta Avenue, 50 feet wide, with the easterly side of Beach 63rd Street, 60 feet wide; thence northerly along the easterly side of Beach 63rd Street, 500 feet to the high water line of Jamaica Bay, as said high water line was fixed, determined upon and established by agreement recorded in the City Register's Office of Queens County in Liber 2171 of conveyances page 381, and by agreement recorded in said office in Liber 2238 of conveyances page 10; said high water line being distant 100 feet southerly from U.S. Pierhead and Bulkhead Line; thence easterly along said high water line of Jamaica Bay above referred to and at right angles to the last described course, 33.99 feet to an angle point; thence northeasterly still along said high water line of Jamaica Bay

above referred to, said line being parallel with U.S. Pierhead & Bulkhead Line and being distant 100 feet southeasterly therefrom, a distance of 2108.33 feet; thence southeasterly at right angles to the last described course, 437.61 feet; thence southwesterly at right angles to the last described course, 100 feet; thence southwesterly in a straight line in continuation of the last described course, and along U.S. Pierhead and Bulkhead Line, 350 feet; thence southwesterly along a line which on its northwest side forms an interior angle of 207 degrees 00 minutes 04.7 seconds with the last described course, and along the U.S. Pierhead & Bulkhead Line, 440.52 feet; thence southwesterly along a line which on its northwesterly side forms an interior angle of 152 degrees 59 minutes 55.3 seconds with the last described course, and along the U.S. Pierhead & Bulkhead Line, 927.50 feet; thence southwesterly along a line which on its northwesterly side forms an interior angle of 209 degrees 03 minutes 16.6 seconds with the last described course, and along the U.S. Pierhead & Bulkhead Line, 218.57 feet to the northerly side of DeCosta Avenue, 50 feet wide; thence westerly along the northerly side of DeCosta Avenue, 50 feet wide, 603.95 feet to the point or place of BEGINNING.

REEL 339 PAGE 66

TRACT B

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, shown and designated on the Tax Map of the City of New York for the Borough of Queens as Section 61, Block 16017, Lot 1, as said Map was on October 22, 1951.

REEL 339 PAGE 67

NYCS 2181

NINTH SUPPLEMENTAL AGREEMENT made as of the 1st day of January, 1979 between THE CITY OF NEW YORK, a New York municipal corporation, hereinafter called "the City", and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of Congress, hereinafter called "the Port Authority."

WITNESSETH:

WHEREAS, under date of April 17, 1947 the City and the Port Authority entered into an Agreement With Respect to Municipal Air Terminals, (hereinafter referred to as the "Original Agreement"), providing for the improvement, development, operation and maintenance of John F. Kennedy International Airport and La Guardia Airport by the Port Authority; and

WHEREAS, under dates of May 26, 1949, November 7, 1952, May 28, 1956, November 6, 1958, October 3, 1960, August 24, 1965, December 21, 1965 and December 12, 1968, the City and the Port Authority have duly amended, extended, supplemented and modified said Original Agreement; and

WHEREAS, the City and the Port Authority are agreed that revisions in certain of the provisions of the Original Agreement, as previously amended, extended, supplemented and modified, will be in the public interest, and that the continued improvement, development, operation and maintenance of said airports will be facilitated thereby;

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns, that said Original Agreement, as previously amended, extended, supplemented and modified shall be and it hereby is further amended, supplemented and modified as follows:

1. DEFINITIONS

(a) Section 1 of the Original Agreement as previously amended in the Seventh Supplemental Agreement is hereby further amended by striking Section 1 of the Seventh Supplemental Agreement out in its entirety and by substituting therefore the following:

A. "Current year." The calendar year for which the rent is being computed.

B. "Annual net revenue." The difference between:

(a) the gross revenue of the current year; and

(b) the sum of the following: (1) operation and maintenance expense of the current year; (2) general and administrative expense of the current year; (3) imputed debt service of the current year; and (4) imputed debt service factor of the current year for years commencing with the current year 1985.

C. (1) "Gross revenue." Through December 31, 1982 all income and revenue of any nature whatsoever including debt service upon underlying mortgage bonds as said term is used in the Consolidated Bond Resolution adopted by the Port Authority on October 9, 1952 (Special Project Bonds), derived by the Port Authority, in any manner whatsoever, or from any source whatsoever, from or in connection with the operation of the municipal air terminals, (including, without limiting the generality of the foregoing, net earnings derived from the investment of municipal air terminal operating funds) except the proceeds of bonds and notes and interest earned on capital funds.

(2) "Gross revenue." Commencing with the current year 1983, all income and revenue of any nature whatsoever including debt service upon underlying mortgage bonds as aforesaid, derived by the Port Authority, in any manner whatsoever, or from any source whatsoever, from or in connection with the operation of the municipal air terminals. Net earnings derived from the investment of municipal air terminal operating funds and the proceeds of bonds and notes and interest earned on capital funds shall not be a part of gross revenue.

D. "Operation and maintenance expense." The expense of the Port Authority which is directly attributable to the operation and maintenance of the municipal air terminals during the current year including debt service upon underlying mortgage bonds as aforesaid (other than the rent payable to the City by the Port Authority for the demised premises and general and administrative expense). No deduction, allowance or provision for depreciation, except for automotive equipment and equipment ancillary thereto, is to be included in the operation and maintenance expense.

E. "General and administrative expense." A sum equal to fifteen percent (15%) of the operation and maintenance expense excluding debt service upon underlying mortgage bonds as aforesaid, but commencing with the current year 1981, a sum equal to fourteen and one-half percent (14-1/2%) of the operation and maintenance expense excluding debt service upon underlying mortgage bonds as aforesaid.

F. "Imputed debt service." The sum of imputed debt service A and imputed debt service B.

G. "Imputed debt service A." The sum of:

(a) the unamortized debt component (computed by multiplying the unamortized debt as of January 1, 1981, to be determined by starting with the unamortized debt as of January 1, 1980 in the amount of $316,334,825.68, deducting the amortization of $42,377,722.69 for the calendar year 1980, and adding the difference between the amount of capital transferred to completed construction in the calendar year 1980 and the federal aid transferred to completed construction in said calendar year 1980, as said unamortized debt is thereafter reduced as hereinafter provided, by the amortization factor for the current year) and

(b) the capital replacement component (computed by multiplying the value of the plant in service on January 1, 1981, to be determined by starting with the value of the plant in service on January 1, 1980 in the amount of $884,206,842.00, and adding the difference between the capital amount of transfers to completed construction in the calendar year 1980 and the capital expenditures related to properties retired in said calendar year 1980, as said plant in service is thereafter reduced as hereinafter provided, by the replacement factor for the current year).

The unamortized debt for the purpose of computing imputed debt service A shall be the unamortized debt as of January 1 of the calendar year immediately preceding the current year less the amount constituting the difference between (aa) imputed debt service A for such preceding calendar year and (bb) the interest for such preceding calendar year (computed by multiplying the unamortized debt as of January 1 of the preceding calendar year by the current interest rate for such preceding calendar year). The value of the plant in service for the purpose of computing imputed debt service A shall be reduced each year commencing with calendar year 1982 by the capital expenditures related to the properties retired during the preceding calendar year. The computation of the unamortized debt component for imputed debt service A will cease and expire in the current year in which the unamortized debt reaches zero or in the calendar year 2015, whichever is earlier. The computation of the capital replacement component for imputed debt service A will cease and expire in the current year in which the value of the plant in service reaches zero or in the calendar year 2015, whichever is earlier. There will be no increase in the unamortized debt or in the plant in service with respect to imputed debt service A from the amounts fixed as of January 1, 1981. As to all retired properties hereunder, said term shall mean properties which were transferred to completed construction during any year prior to January 1 of the calendar year 1981.

H. "Imputed debt service B." Imputed debt service B shall commence with the current year 1982 and shall be the sum of all Imputed Debt Service B Annual Amounts. The Imputed Debt Service B Annual Amount (the IDSB Annual Amount) for each year will be the sum of:

(a) its unamortized debt component (computed by multiplying the unamortized debt applicable to the IDSB Annual Amount as of January 1 of the current year by the amortization factor for such year) and

(b) its capital replacement component (computed by multiplying the value of the plant in service applicable to the IDSB Annual Amount on January 1 for the current year by the replacement factor for the current year).

Notwithstanding the method of computing imputed debt service B, as hereinabove defined, the capital replacement component shall be omitted in computing imputed debt service B for the last current year (calendar year 2015) of the lease, and the actual amount of capital transferred to completed construction during the calendar year 2015, less Federal aid received during the calendar year 2015, shall be used in lieu thereof. Moreover there will be no computation with respect to any IDSB Annual Amount of imputed debt service B of the unamortized debt component for any current year in which the unamortized debt applicable to said IDSB Annual Amount as of January 1 of said current year is zero.

With respect to Imputed Debt Service B, for the purpose of computing the 1982 IDSB Annual Amount, as of January 1, 1982 unamortized debt shall be the difference between the amount of capital transferred to completed construction in the preceding calendar year and the amount of federal aid transferred to completed construction in such preceding calendar year, and for each current year thereafter the unamortized debt for the 1982 IDSB Annual Amount shall be the difference between

(1) its unamortized debt as of January 1 of the calendar year immediately preceding the current year and

(2) the amount constituting the difference between (aa) its IDSB Annual Amount for such preceding year and (bb) the interest for such preceding calendar year (computed by multiplying its unamortized debt as of January 1 of the preceding calendar year by its interest rate, which will be the current interest rate for the current year 1982 as determined in accordance with the provisions of K(2) hereof.

With respect to imputed debt service B, for the purpose of computing the 1982 IDSB Annual Amount, as of January 1, 1982 the value of the plant in service shall be the amount of the capital amount transferred to completed construction in the preceding calendar year (hereinafter referred to as the "1982 transferred amount") and for each current year thereafter the value of the plant in service for the 1982 IDSB Annual Amount shall be the 1982 transferred amount less the amount of retired properties. "Retired properties" shall mean the amount of the capital expenditures related to the properties retired during such preceding year, with said amount to be applied chronologically to the earliest IDSB Annual Amount and without regard to the nature or date of the transferred amount. As to all retired properties hereunder, said term shall mean properties which were transferred to completed construction during any year subsequent to January 1 of the calendar year 1981.

Computations similar to the one as set forth for the 1982 IDSB Annual Amount will be made in like manner with respect to all subsequent IDSB Annual Amounts, the sum of all such IDSB Annual Amounts constituting imputed debt service B for each current year.

As used in this lease, the term "plant in service" shall not include automotive equipment or equipment ancillary thereto.

I. "Amortization factor." The appropriate annual factor to be applied to the unamortized debt as of the beginning of the current year listed in Table I under the rate of current interest established for that year. With respect to imputed debt service A and in determining the "Leasehold Term Remaining" the unexpired term of the lease shall be determined on the basis of an expiration date of 2015. With respect to imputed debt service B, in determining the "Leasehold Term Remaining" the unexpired term of the lease shall be determined on the basis of the expiration date of 2015. As set forth in Table I, the Leasehold Term Remaining for the current year 1979 is 37.

J. "Replacement Factor." As to imputed debt service A, the appropriate annual factor to be applied to the value of the plant in service as of the beginning of the current year listed in Table II under the rate of current interest established for that year. As to

imputed debt service B, the appropriate annual factor to be applied to the value of the plant in service as of the beginning of the current year listed in Table II under the rate of current interest established for that year. With respect to imputed debt service A, in determining the "Leasehold Term Remaining" the unexpired term of the lease shall be determined on the basis of an expiration date of 2015. With respect to imputed debt service B, in determining the "Leasehold Term Remaining" the unexpired term of the lease shall be determined on the basis of the expiration date of 2015. As set forth in Table I, the Leasehold Term Remaining for the current year 1979 is 37.

K. (1) "Current interest rate." With respect to imputed debt Service A, effective as of the current year 1981 ten and one-half percent (10-1/2%) or the product (rounded off to the nearest eighth of one percent) arrived at by multiplying the average of the weekly indices as reported in the "Daily Bond Buyer" under their "20 Bond Index" during the calendar year preceding the current year by the appropriate factor indicated below, whichever is lower:

Rating of Port Authority Bonds (Moody's)	Rating of Port Authority Bonds (Standard & Poor's)	Factor
Aa	AA	1.09
A	A	1.14
Baa or lower	BBB or lower	1.21

(2) "Current interest rate." With respect to imputed debt service B, the product (rounded off to the nearest eighth of one percent) arrived at by multiplying the average of the weekly indices as reported in the "Daily Bond Buyer" under their "20 Bond Index" during the two calendar years immediately preceding the current year by the factor of 1.09.

(3) The average of the weekly indices will be rounded off to the nearest .01. If the average before rounding happens to fall at the exact midpoint between two successive 1/100's, it shall be rounded down on the first such occurrence, then up and down alternately on successive occurrences. Similarly, should the product of the average index and the appropriate factor result

in a number at the exact midpoint between two successive eighths of one percent, it shall be rounded down on the first such occurrence, then up and down alternately on successive occurrences.

L. "Rating of Port Authority bonds" shall be the lower rating of the municipal bond ratings supplied by "Moody's Investors Service, Inc." or "Standard & Poor's Corp." of those Port Authority bond issues (other than Port Authority bonds guaranteed by any other government body) for which the Port Authority received and accepted bids during the calendar year preceding the current year. If the bond issues sold during that year do not all have the same rating, then the factor to be used shall be the average (rounded to the nearest .01) of the factors corresponding to the rating of said bond issues at the time of acceptance of bids, weighted in accordance with the principal amounts of said bond issues. In the event that there are no bond issues in the calendar year preceding the current year, then the rating of bond issues of the last previous calendar year prior thereto in which the Port Authority received and accepted bids on any bond issue shall be deemed the rating of the bond issues during the calendar year preceding the current year. The foregoing applies only to imputed debt service A.

In the event that the "Daily Bond Buyer" or their "20 Bond Index" or "Moody's Investors Service, Inc." or "Standard & Poor's Corp." or the rating of Port Authority bonds by said Moody's Investors Service, Inc. or Standard and Poor's Corp. shall be discontinued during the term of this agreement, a comparable substitute for such discontinued element shall be mutually agreed upon in writing by the City and the Port Authority within thirty (30) days after such discontinuance. In the event that the parties shall fail to agree upon such a substitute within the time hereinabove specified, the question shall be submitted to three experts in this field recommended by the American Arbitration Association and selected as follows: each of the parties to this agreement, within thirty (30) days after the expiration of the period hereinabove specified for reaching agreement upon a substitute for such discontinued element, shall designate one such expert recommended by the American Arbitration Association and the two experts thus chosen shall, within fifteen (15) days after both have been designated, designate

a third expert having the recommendation of such Association. The determination of a majority of said three experts shall be final and binding upon the parties hereto and the parties hereto agree to be bound by such determination provided that such determination shall be made in writing within forty-five (45) days next after the subsubmission to them of the question, or on or before any later date to which the said experts, by any writing signed by a majority of them shall enlarge the time for making such determination.

M. "Imputed debt service factor." A sum equal to thirty (30) per cent (30%) of imputed debt service.

N. "Airports investment." All amounts expended, directly or indirectly, or costs incurred, directly or indirectly, for, in connection with or related to the construction, rehabilitation, expansion, improvement or development of or related to the Municipal Air Terminals whether or not any of the foregoing is located on said Air Terminals and whether any such amounts were expended or costs incurred by the Port Authority or any third person, including without limitation thereto any Port Authority tenant, permittee, other occupant or user of the Air Terminals doing so pursuant to agreement with or the consent of the Port Authority, and regardless of the source of the amounts so expended or the costs incurred, including without limitation thereto any grants of aid from federal, state, local or other governments applied for, sought or received by or on behalf of the Port Authority, or with its consent. This definition of Airports investment shall apply only to Section 4 of the Original Agreement, as amended by this Ninth Supplemental Agreement and is effective as of January 1, 1979.

(b) Section 1 of the Original Agreement is hereby further amended by striking out of the definition of "Bonds issued for municipal air terminal purposes" the following sentence:

"The proceeds of such bonds shall be used solely for such purposes."

2. TERM

The second paragraph of Section 3 of the Original Agreement, as the same has been previously amended, is hereby further amended by striking it out in its entirety and inserting in place thereof, the following:

"Notwithstanding any other provision of this Ninth Supplemental Agreement or of the Seventh Supplemental Agreement or of the Original Agreement, as amended, supplemented or modified, the Port Authority shall not pledge any revenues of the municipal air terminals, or any part thereof, derivable at any time after the end of the lease term or sooner termination thereof (other than revenues accruing prior to the end of the lease term or sooner termination thereof), as security for the repayment of principal or interest, or of any part thereof, on any bonds of the Port Authority issued for municipal air terminal purposes or any other purposes, nor shall any such bonds of the Port Authority or any provision thereof affect in any manner whatsoever or grant any right whatsoever to or in the municipal air terminals or their operation, maintenance or revenues for or during any period after the end of the lease term or sooner termination thereof."

3. RENT

Section 4 of the Original Agreement, as the same has been previously amended, is hereby further amended by striking that Section out in its entirety and by substituting therefor the following:

"4. A RENTS

The annual rent which the Port Authority shall pay to the City for each current year from January 1, 1979 until the end of the term herein provided shall be as follows:

(1) Guaranteed Annual Rent

The guaranteed annual rent for each such year shall be the amount of:

$2,037,000 for the years 1979 through 1984;
$3,094,000 for the years 1985 through 1997;
$3,500,000 for the years 1998 through 2015;

(2)(a) Additional Payment for the current years 1979 through 1984

The Port Authority shall pay to the City, as additional rent for each year the amount if any, by which the guaranteed annual rent for such year is exceeded by the percentage of annual net revenue for such year indicated on the schedule below:

(b) Additional Payment for each current year commencing with the current year 1985

The Port Authority shall pay to the City, as additional rent for each year the amount, if any, by which the guaranteed annual rent for such year is exceeded by the sum of the annual net revenue for said year plus the imputed debt service factor for said year multiplied by the applicable percentage for such year indicated on the schedule below, provided, however, that in no event shall the additional payment under this Paragraph (2)(b) and the guaranteed annual rent under Paragraph (1) hereof exceed the annual net revenue for said year.

The foregoing provision for the additional payment is restated in equation form as follows:

$$[(A + B) \times C] - D = E$$

A = The annual net revenue for the current year.

B = The imputed debt service factor for the current year.

C = The applicable percentage for such current year indicated on the schedule below.

D = The guaranteed annual rental for said year.

E = The additional payment for each current year. This amount plus the guaranteed annual rent for such year (D) shall not in any event exceed the annual net revenue for said year (A).

(c) Schedule

1979 through 1984	60%
1985 through 2015	75%

Through December 31, 1982, the guaranteed annual rent for each such current year as specified in Paragraph (1) above shall be due and payable to the City on or before January 31 of such current year. The additional payment, if any, which may be due for each such current year pursuant to the provisions of this Paragraph (2), shall be due and payable to the City on or before March 31 of the calendar year following such current year.

Commencing with the current year 1983, the guaranteed annual rental and the additional payment for each current year as specified in Paragraphs (1) and (2) above shall be due and payable to the City in monthly installments on the 15th day of January and on the 15th day of each succeeding calendar month during such current year. The amount of each monthly installment shall consist of 1/12th of the amount estimated by the Port Authority to be due and payable for the current year. The Port Authority shall prepare an estimate as of January of each current year and shall continue in effect or revise said estimate as of April, July and October of each current year. The monthly installments payable during each quarterly period shall be based upon the Port Authority's estimate then in effect and in the event that any quarterly estimate revises the amount estimated to be due and payable to the City for the current year, whether said revision is upward or downward, then all monthly installments for the ensuing quarterly period will be made in accordance with the revised estimate. The revised estimate will also be utilized with respect to prior monthly installment paid during the current year and if additional payments are due the City they will be paid to the City and if the City has been overpaid, said overpayments shall be deducted from the monthly installments then and thereafter due. The final determination of the guaranteed annual rental and the additional payment, if any, which may be owing for each current year pursuant to the foregoing provisions shall be determined by the Port

Authority on or before March 31 of the calendar year following such current year. In the event any additional amounts are due and owing to the City they shall be due and payable to the City on or before said March 31 and if any amounts have been overpaid to the City they shall be deducted from the monthly installments then and thereafter due.

(3) Increased Rental

The Port Authority expects that the amount of continued Airports investment at the Air Terminals will be substantial. It is expected that Airports investment will reach the amounts set forth below as of the beginning of each of the five calendar years set forth below, as follows:

January 1, 1984	$125,000,000
January 1, 1989	$325,000,000 (cumulative)
January 1, 1994	$500,000,000 (cumulative)

Each of the foregoing dates is herein called a "threshold date" and each of the foregoing amounts is herein called a "threshold amount". The two-year period following a threshold date is herein called "a grace period". In the event that as of the expiration of the grace period applicable to a threshold date, Airports investment has not reached the threshold amount established for said threshold date, then thereafter an amount hereinafter called "the increased rental payment' shall be payable for the current year in which the grace period for the aforesaid threshold date has expired and for each succeeding current year until the aforesaid threshold amount is reached or until the grace period for the next succeeding threshold date expires, whichever is earlier. The increased rental payment, if any, payable for any current year shall be determined by applying the following formula:

$$\frac{A - B}{A} \times C = \text{Increased Rental Payment}$$

A = The applicable threshold amount, which for the current years 1986 through 1990 shall be $125,000,000, for the current years 1991 through 1995 shall be $325,000,000 and for any current year after 1995 shall be $500,000,000.

B = Airports investment as of January 1 of the calendar year immediately following the current year.

C = Annual net revenue for the current year less an amount determined by multipying the sum of the annual net revenue for said current year and the imputed debt service factor for said year by the applicable percentage of annual net revenue of said year as set forth in Paragraph (2) hereof. If the foregoing subtraction results in a negative difference, C shall equal zero.

The increased rental payment, if any, which may be due for each such current year pursuant to the provisions of this Paragraph (3) shall be due and payable to the City on or before March 31 of the calendar year following such current year. The foregoing computation with respect to the increased rental payment will not be made once the threshold amount previously not achieved has been reached until the expiration of the grace period applicable to the next succeeding threshold date.

B. STATEMENTS

On or before March 31 of each calendar year the Port Authority shall furnish to the City a statement of the annual net revenue of the municipal air terminals for the current year preceding such calendar year.

Such statement shall be a complete report of the following:

(a) An itemized statement of gross revenue by sources for such current year, together with a schedule of any items excludable under the terms of the lease.

(b) An itemized statement of operation and maintenance expenses for such current year listed by activity accounts.

(c) An itemized statement of the imputed debt service for such current year which shall include:

1. A schedule of individual properties and costs thereof comprising plant placed in service and plant retired during the year immediately preceding such current year; and

2. A detailed computation of the unamortized debt component and the capital replacement component for such current year.

In addition, the Port Authority shall furnish to the City on or before March 31 of each calendar year a statement of the cumulative amount of Airports investment as of the 1st day of said calendar year based upon amounts expended or costs incurred as more fully set forth in the definition of Airports investment for, in connection with or related to the construction, rehabilitation, expansion, improvement or development of any item constituting a part of Airports investment as of the last day of the immediately preceding calendar year.

No breach of any covenant, term or condition in this agreement shall excuse the Port Authority from the prompt payment of the rent herein reserved provided, however, in the event the Port Authority, under any law that may hereafter be enacted or applied, shall be or become subject to and liable for payment to the City of any taxes, assessments or governmental levies or imposts (except charges for water and for the use of the sewer system pursuant to Section 13 of the Original Agreement as amended in the Seventh Supplemental Agreement and

Section 14 of the Original Agreement) upon or against the demised premises or upon any part or parts thereof, then the payment by the Port Authority of the amount of such taxes, assessments, levies or imposts (except those imposed on sublessees or tenants for which the Port Authority, by agreement with such sublessees or tenants, assumes the obligation to pay) shall, as between the City and the Port Authority, be deemed payment pro tanto of the rent herein reserved, and the amount of such payments shall be treated as a cumulative credit against rent otherwise payable hereunder.

4. SURRENDER OF PORTIONS OF DEMISED PREMISES - LAGUARDIA AIRPORT AND JOHN F. KENNEDY INTERNATIONAL AIRPORT

Effective on the date of execution hereof the Port Authority hereby gives up, grants, yields and surrenders unto the City and the City hereby accepts the surrender of the portions of the demised premises described as Items 1, 3 and 8 in Substituted Schedule A attached to the Second Supplemental Agreement (to the Original Agreement) dated November 7, 1952 and Item 17 in Substituted Schedule A attached to the Eighth Supplemental Agreement thereof dated December 12, 1968, and all the estate, right, title, interest, term of years, property claims and demands whatsoever of the Port Authority of, in and to and out of the same, to the extent and purpose that the said term in said portions of the demised premises herein surrendered may be wholly merged, extinguished and excluded from the Original Agreement as amended, to have and to hold said premises herein surrendered unto the City, its successors and assigns forever. Subject however to existing use and occupancy by others, and reserving unto the Port Authority, its successors and assigns for the use and benefit of the public, the right of flight for the passage of aircraft in the air space above the surface of the premises herein surrendered, which public right of flight shall include but not be limited to the right to cause in said air space any noise or other kind of pollution or disturbance inherent in the operation of any aircraft used for avigation or flight through said air space or in landing at or taking off from or operating on LaGuardia Airport or on John F. Kennedy International Airport.

The aforesaid Items are surrendered upon the further conditions that during the term for which the demised premises under the Original Agreement as amended are leased:

A. They shall not be used or occupied at any time (1) for school house or similar educational purposes or (ii) for residential purposes which include but shall not be limited to private homes, apartment houses, hospitals, nursing homes or other similar facilities or (iii) for hotels or motels unless the use or occupancy of such hotel or motel shall have received the express prior written consent of the Port Authority which consent shall not be unreasonably withheld.

B. At no time shall structures of any nature be erected, vehicles parked, other items placed, or growth of natural objects be permitted by the City upon said premises which would in the opinion of the Federal Aviation Administration (FAA) or in the reasonable opinion of the Port Authority constitute an obstruction to avigation nor shall any activity be permitted on the subject premises which in the opinion of the FAA or in the reasonable opinion of the Port Authority interferes with or constitutes a hazard to the flight of aircraft over said premises or to and from the Airports or in anywise interferes with avigation or communications serving LaGuardia Airport or John F. Kennedy International Airport. In no event, moreover, shall any structure or structures be erected or growth of natural objects be permitted upon the premises which shall project above a horizontal plane at elevation 172 measured in feet above mean sea level at Sandy Hook, New Jersey as to Item 1; or project above a horizontal plane at elevation 316 measured in feet above mean sea level at Sandy Hook, New Jersey as to Item 3; or project above a horizontal plane at elevation 212 measured in feet above mean sea level at Sandy Hook, New Jersey as to Item 8; or project above a horizontal plane at elevation 162 measured in feet above mean sea level at Sandy Hook, New Jersey as to Item 17.

5. Notwithstanding the generality of the provisions of Section 8 of the Original Agreement, as previously amended and notwithstanding the accounting practices heretofore employed by the Port Authority in setting forth for each current year amounts representing the expense to the Port Authority of self-insuring risks at the Municipal Air

Terminals as part of the "Operation and maintenance expense" under Section 1 of the Original Agreement, as amended, it is hereby specifically understood and agreed that from and after the current year 1981 and as and to the extent that the Port Authority elects to self-insure any risks at the Municipal Air Terminals, the amount to be included in any current year in "Operation and maintenance expense" for the Port Authority's self-insuring such risks shall be determined in accordance with the principles of Financial Accounting *Standards Boards, Statement No. 5, Accounting for Contingencies*, as long as said Statement No. 5 remains in effect.

6. (a) Upon completion of and subject to all legally required governmental approvals including but not limited to the Board of Estimate, the City intends to demise and lease to the Port Authority the additional lands hereinafter described for parking purposes, which use shall include grading, black topping, fencing and lighting of the uplands contained therein, until the expiration or sooner termination of the Original Agreement, as amended and supplemented.

All that certain plot, piece or parcel of land situate, lying and being in the County of Queens, City and State of New York, more particularly bounded and described as follows:

BEGINNING at a point in the easterly boundary of a parcel of land demised to The Port Authority by the City, by Agreement entitled: "Agreement with Respect to Municipal Air Terminals" dated April 17, 1947, recorded in the Office of the New York City Register, Queens County on May 22, 1947 in Liber 5402, Page 319, etc. of conveyances, as amended and supplemented by the "Eighth Supplemental Agreement" with respect to Municipal Air Terminals thereto dated December 12, 1968 recorded July 23, 1969 in Reel 339 at pages 46 through 68, and described by metes and bounds in paragraph III therein at pages 10 and 11, said point having the coordinate values of South 28,053.834 and East 31,105.546 thence: (1) North 11°-16'-29.13" East along said boundary, a distance of 1200.00 feet to a point having the coordinate values of South 26,876.993 and East 31,340.163; thence (2) South 78°-43'-30.87" East a distance of 450.000 feet to a point having the coordinate value of South 26,964.974 and East 31,781.478; thence

(3) South 11°-16'-29.13" West a distance of 1100.000 feet to a point having the coordinate value of South 28,943.745 and East 31,566.413; thence (4) South 88°-44'-42" West a distance of 460.98 feet to the point and place of beginning.

The coordinates and bearings mentioned in the description hereinabove refer to the rectangular system of coordinates established by the Topographical Bureau of the Borough of Queens, City of New York, grid North being 28°-59'-13.5" East of true North.

RESERVING to the City and the United States Army Corps of Engineers or its successors in duties a right of escorted access at all times by the Port Authority for vehicles and pedestrians through the aforesaid described lands to the uplands owned by the City abutting, lying and being situate southeast of LaGuardia Airport. In addition the Port Authority shall maintain the paved pedestrian walkway, four feet in width, constructed by the Port Authority on said uplands to its southeasterly terminus in Flushing Bay.

(b) The City, only after consultation with the President of the Borough of Queens, intends to identify work to be performed in areas of Queens adjacent to the municipal air terminals. Upon the certification of the City from time to time that any portion of the said work is completed, the Port Authority, upon vouchers presented from time to time from the Comptroller of the City containing the said certification and at his written direction, shall pay the amount of said vouchers on behalf of the City, up to but not exceeding the sum of Two Million Dollars ($2,000,000).

(c) The amounts paid by the Port Authority as set forth in subparagraph (b) above shall be deemed to be Airports investment as defined in this Ninth Supplemental Agreement and shall be used in determining imputed debt service B hereunder.

(d) In the event the aforesaid described additional lands are not demised or leased to the Port Authority within eighteen (18) months from the date of the execution of this Ninth Supplemental Agreement, hereinafter referred to as

"the First Additional Lands Effective Date", then the agreement hereunder to lease said lands to the Port Authority shall be null and void, unless prior to the first Additional Lands Effective Date or any extended date thereof the Port Authority shall have exercised its option to extend as hereinafter provided. The Port Authority shall have the right at any time and from time to time prior to the First Additional Lands Effective Date or any extension thereof to serve a written notice upon the City extending the First Additional Lands Effective Date or any prior extension thereof to such date as the Port Authority shall designate in its notice. If the agreement hereunder to lease the aforesaid lands to the Port Authority becomes null and void as aforesaid, then all payments heretofore made by the Port Authority to the City shall be deducted from the monthly installments of the guaranteed annual rental and the additional payment as hereinbefore provided then and thereafter due, and to the extent that the full amount of $2,000,000 has not been paid to the City no further amounts shall be paid to the City. The amounts paid by the Port Authority as set forth in sub-paragraph (b) above shall not then be regarded as part of Airport investments or be utilized in determining imputed debt service B.

7. Except as specifically otherwise provided, this Ninth Supplemental Agreement shall be effective as of January 1, 1979.

8. Except as hereinabove provided, all of the terms, conditions, covenants and agreements of the Original Indenture, as the same has been previously amended, extended, supplemented and modified, shall be and remain in full force and effect.

9. 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 Ninth Supplemental Agreement, or because of its execution or attempted execution or because of any breach thereof.

IN WITNESS WHEREOF, the City has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Deputy Mayor; and the

Port Authority has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Assistant Executive Director, as of the day and year first above written.

ATTEST:

City Clerk

THE CITY OF NEW YORK

Deputy Mayor

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Assistant Executive Director

Approved as to Form:

(Acting Corporation Counsel)

Approved as to Form:

General Counsel

Approved as to Terms:

Comptroller

TABLE I

INSTRUCTIONS: Determine the current interest rate established for the current year. "Leasehold Term Remaining" is the unexpired term of the lease from January 1 of the current year. The appropriate equal annual factor to be applied to the unamortized debt as of the beginning of that year is shown under the rate of current interest established for that year on the line corresponding to the "Leasehold Term Remaining."

TABLE I

Factors for Unamortized Debt Component of Imputed Debt Service

Leasehold Term Remaining	*Amortization Factor Under "Current Interest" Rates of:*			
	2½%	2¾%	2¾%	2¾%
51	.03491	.03580	.03670	.03761
50	.03526	.03614	.03704	.03795
49	.03562	.03651	.03740	.03830
48	.03601	.03688	.03777	.03867
47	.03641	.03728	.03816	.03906
46	.03683	.03770	.03857	.03946
45	.03727	.03813	.03901	.03989
44	.03773	.03859	.03946	.04034
43	.03822	.03907	.03994	.04081
42	.03873	.03958	.04044	.04131
41	.03927	.04012	.04097	.04184
40	.03984	.04068	.04153	.04239
39	.04044	.04127	.04212	.04298
38	.04107	.04190	.04275	.04360
37	.04174	.04257	.04341	.04426
36	.04245	.04328	.04411	.04495
35	.04321	.04403	.04486	.04569
34	.04401	.04482	.04565	.04648
33	.04486	.04567	.04649	.04732
32	.04577	.04658	.04739	.04822
31	.04674	.04754	.04835	.04917
30	.04778	.04858	.04938	.05020
29	.04889	.04969	.05049	.05130
28	.05009	.05088	.05168	.05248
27	.05138	.05216	.05296	.05376
26	.05277	.05355	.05434	.05514
25	.05428	.05505	.05584	.05663
24	.05591	.05669	.05747	.05826
23	.05770	.05847	.05924	.06003
22	.05965	.06041	.06119	.06196
21	.06179	.06255	.06332	.06409
20	.06415	.06491	.06567	.06644
19	.06676	.06752	.06828	.06904
18	.06967	.07042	.07118	.07194
17	.07293	.07368	.07443	.07519
16	.07660	.07735	.07810	.07885
15	.08077	.08151	.08226	.08301
14	.08554	.08628	.08702	.08777
13	.09105	.09179	.09253	.09328
12	.09749	.09823	.09897	.09971
11	.10511	.10584	.10659	.10733
10	.11426	.11500	.11574	.11648
9	.12546	.12620	.12694	.12769
8	.13947	.14021	.14096	.14171
7	.15750	.15825	.15900	.15975
6	.18155	.18231	.18307	.18383
5	.21525	.21602	.21680	.21758
4	.26582	.26662	.26742	.26822
3	.35014	.35098	.35183	.35268
2	.51883	.51977	.52072	.52166
1	1.02500	1.02625	1.02750	1.02875

TABLE I

(Continued)

Leasehold Term Remaining	3%	3¼%	3½%	3¾%	3½%
51	.03853	.03947	.04041	.04136	.04232
50	.03887	.03979	.04073	.04168	.04263
49	.03921	.04014	.04107	.04201	.04296
48	.03958	.04050	.04142	.04236	.04331
47	.03996	.04087	.04180	.04273	.04367
46	.04036	.04127	.04219	.04312	.04405
45	.04079	.04169	.04260	.04352	.04445
44	.04123	.04213	.04304	.04395	.04488
43	.04170	.04259	.04349	.04441	.04533
42	.04219	.04308	.04398	.04488	.04580
41	.04271	.04360	.04449	.04539	.04630
40	.04326	.04414	.04503	.04592	.04683
39	.04384	.04472	.04560	.04649	.04739
38	.04446	.04533	.04620	.04709	.04798
37	.04511	.04597	.04685	.04773	.04861
36	.04580	.04666	.04753	.04840	.04928
35	.04654	.04739	.04825	.04912	.05000
34	.04732	.04817	.04903	.04989	.05076
33	.04816	.04900	.04985	.05071	.05157
32	.04905	.04988	.05073	.05158	.05244
31	.05000	.05083	.05167	.05252	.05337
30	.05102	.05185	.05268	.05352	.05437
29	.05211	.05294	.05377	.05460	.05543
28	.05329	.05411	.05494	.05577	.05660
27	.05456	.05538	.05620	.05702	.05785
26	.05594	.05675	.05756	.05838	.05921
25	.05743	.05823	.05904	.05985	.06067
24	.05905	.05985	.06065	.06146	.06227
23	.06081	.06161	.06241	.06321	.06402
22	.06275	.06354	.06433	.06513	.06593
21	.06487	.06566	.06644	.06724	.06804
20	.06722	.06800	.06878	.06957	.07036
19	.06981	.07059	.07137	.07215	.07294
18	.07271	.07348	.07425	.07503	.07582
17	.07595	.07672	.07749	.07826	.07904
16	.07961	.08037	.08114	.08191	.08268
15	.08377	.08453	.08529	.08606	.08683
14	.08853	.08928	.09004	.09080	.09157
13	.09403	.09478	.09554	.09630	.09706
12	.10046	.10121	.10197	.10272	.10348
11	.10808	.10883	.10958	.11033	.11109
10	.11723	.11798	.11873	.11949	.12024
9	.12843	.12918	.12994	.13069	.13145
8	.14246	.14321	.14396	.14472	.14548
7	.16051	.16126	.16202	.16278	.16354
6	.18460	.18536	.18613	.18690	.18767
5	.21835	.21913	.21992	.22070	.22148
4	.26903	.26983	.27064	.27144	.27225
3	.35353	.35438	.35523	.35608	.35693
2	.52261	.52356	.52450	.52545	.52640
1	1.03000	1.03125	1.03250	1.03375	1.03500

TABLE I

(Continued)

Leasehold Term Remaining	3¼%	3½%	3¾%	4%
51	.04329	.04427	.04526	.04626
50	.04360	.04457	.04556	.04655
49	.04392	.04489	.04587	.04686
48	.04426	.04523	.04620	.04718
47	.04462	.04558	.04655	.04752
46	.04500	.04595	.04691	.04788
45	.04539	.04634	.04730	.04826
44	.04581	.04675	.04771	.04866
43	.04625	.04719	.04814	.04909
42	.04672	.04765	.04859	.04954
41	.04722	.04814	.04908	.05002
40	.04774	.04866	.04959	.05052
39	.04829	.04921	.05013	.05106
38	.04888	.04979	.05071	.05163
37	.04951	.05041	.05132	.05224
36	.05017	.05107	.05198	.05289
35	.05088	.05177	.05267	.05358
34	.05164	.05252	.05342	.05431
33	.05244	.05332	.05421	.05510
32	.05331	.05418	.05506	.05595
31	.05423	.05510	.05597	.05686
30	.05523	.05609	.05696	.05783
29	.05629	.05715	.05801	.05888
28	.05745	.05830	.05915	.06001
27	.05869	.05953	.06038	.06124
26	.06004	.06087	.06172	.06257
25	.06150	.06233	.06317	.06401
24	.06309	.06392	.06475	.06559
23	.06483	.06565	.06648	.06731
22	.06674	.06756	.06837	.06920
21	.06884	.06965	.07046	.07128
20	.07116	.07196	.07277	.07358
19	.07373	.07453	.07533	.07614
18	.07660	.07740	.07819	.07899
17	.07983	.08061	.08140	.08220
16	.08346	.08424	.08503	.08582
15	.08760	.08838	.08916	.08994
14	.09234	.09311	.09389	.09467
13	.09783	.09860	.09937	.10014
12	.10425	.10501	.10578	.10655
11	.11185	.11262	.11338	.11415
10	.12100	.12176	.12252	.12329
9	.13220	.13297	.13373	.13449
8	.14624	.14700	.14776	.14853
7	.16431	.16507	.16584	.16661
6	.18844	.18921	.18999	.19076
5	.22227	.22305	.22384	.22463
4	.27306	.27387	.27468	.27549
3	.35779	.35864	.35949	.36035
2	.52735	.52830	.52925	.53020
1	1.03625	1.03750	1.03875	1.04000

TABLE I

(Continued)

Leasehold Term Remaining	4 1/16%	4 1/8%	4 3/16%	4 1/4%
51	.04726	.04828	.04930	.05033
50	.04755	.04856	.04958	.05060
49	.04785	.04886	.04987	.05089
48	.04817	.04917	.05017	.05119
47	.04851	.04950	.05050	.05151
46	.04886	.04985	.05084	.05184
45	.04924	.05022	.05121	.05220
44	.04963	.05061	.05159	.05258
43	.05005	.05102	.05200	.05298
42	.05050	.05146	.05243	.05341
41	.05097	.05192	.05289	.05386
40	.05147	.05242	.05338	.05434
39	.05200	.05294	.05390	.05486
38	.05256	.05350	.05445	.05540
37	.05316	.05410	.05504	.05598
36	.05381	.05473	.05567	.05661
35	.05449	.05541	.05634	.05727
34	.05522	.05613	.05705	.05798
33	.05600	.05691	.05782	.05874
32	.05684	.05774	.05865	.05956
31	.05774	.05864	.05954	.06044
30	.05871	.05960	.06049	.06139
29	.05975	.06063	.06152	.06241
28	.06088	.06175	.06263	.06352
27	.06210	.06297	.06384	.06472
26	.06342	.06428	.06515	.06602
25	.06486	.06571	.06657	.06744
24	.06643	.06728	.06813	.06899
23	.06814	.06899	.06983	.07068
22	.07003	.07086	.07170	.07255
21	.07210	.07293	.07376	.07460
20	.07440	.07522	.07605	.07688
19	.07695	.07776	.07858	.07941
18	.07980	.08061	.08142	.08224
17	.08300	.08380	.08461	.08542
16	.08661	.08741	.08821	.08902
15	.09073	.09152	.09232	.09311
14	.09545	.09624	.09703	.09782
13	.10092	.10170	.10249	.10328
12	.10733	.10810	.10888	.10967
11	.11492	.11569	.11647	.11725
10	.12406	.12483	.12560	.12638
9	.13526	.13603	.13680	.13757
8	.14930	.15006	.15084	.15161
7	.16738	.16815	.16893	.16970
6	.19154	.19232	.19310	.19388
5	.22542	.22621	.22700	.22779
4	.27630	.27712	.27793	.27874
3	.36120	.36206	.36292	.36377
2	.53115	.53210	.53305	.53400
1	1.04125	1.04250	1.04375	1.04500

If the current interest rate established for a current year is outside of the 2½-4½% range, then the equal annual factor for such year ($\frac{1}{a_{\overline{N}|}}$) can be computed by the following formula:

$$\frac{1}{a_{\overline{N}|}} = \frac{i}{1 - v^N} \text{ ; where}$$

N = *Leasehold Term Remaining from January 1 of the current year;*

i = Current interest rate established for that year; and

$$v = \frac{1}{1 + i}$$

The equal annual factors appearing in the foregoing table were computed by the application of this formula. These factors shall be subject to verification each year.

TABLE II

INSTRUCTIONS: Determine the current interest rate established for the current year. "Leasehold Term Remaining" is the unexpired term of the lease from January 1 of the current year. The appropriate replacement factor to be applied to the value of the plant in service as of the beginning of that year is shown under the rate of current interest established for that year on the line corresponding to the "Leasehold Term Remaining."

TABLE II

Factors for Capital Replacement Component of Imputed Debt Service

Leasehold Term Remaining	Replacement Rate	Replacement Factor Under "Current Interest" Rates of: 2½%	2¾%	2¾%
51	.00572	.03361	.03350	.03339
50	.00756	.03458	.03450	.03441
49	.00963	.03554	.03547	.03541
48	.01191	.03646	.03642	.03637
47	.01437	.03735	.03732	.03729
46	.01697	.03818	.03817	.03816
45	.01970	.03895	.03896	.03897
44	.02250	.03966	.03968	.03971
43	.02534	.04030	.04033	.04037
42	.02817	.04085	.04090	.04095
41	.03094	.04132	.04138	.04144
40	.03361	.04170	.04177	.04184
39	.03613	.04200	.04207	.04215
38	.03846	.04220	.04228	.04236
37	.04055	.04232	.04240	.04249
36	.04238	.04235	.04244	.04252
35	.04390	.04230	.04239	.04248
34	.04511	.04218	.04227	.04236
33	.04599	.04200	.04209	.04217
32	.04654	.04177	.04185	.04193
31	.04677	.04149	.04157	.04165
30	.04670	.04118	.04125	.04133
29	.04636	.04085	.04092	.04099
28	.04578	.04052	.04058	.04065
27	.04500	.04019	.04025	.04031
26	.04408	.03988	.03993	.03999
25	.04305	.03959	.03964	.03969
24	.04198	.03934	.03938	.03943
23	.04091	.03912	.03917	.03921
22	.03988	.03895	.03900	.03904
21	.03894	.03884	.03888	.03892
20	.03811	.03877	.03881	.03885
19	.03742	.03875	.03878	.03882
18	.03688	.03877	.03881	.03885
17	.03651	.03884	.03888	.03892
16	.03629	.03895	.03899	.03903
15	.03623	.03909	.03913	.03917
14	.03630	.03926	.03930	.03934
13	.03649	.03945	.03949	.03953
12	.03677	.03965	.03969	.03974
11	.03713	.03986	.03990	.03995
10	.03753	.04006	.04011	.04015
9	.03795	.04026	.04031	.04036
8	.03838	.04045	.04050	.04055
7	.03879	.04063	.04067	.04072
6	.03917	.04078	.04083	.04088
5	.03950	.04092	.04097	.04102
4	.03977	.04104	.04109	.04114
3	.03999	.04113	.04118	.04123
2	.04015	.04120	.04125	.04130
1	.04025	.04125	.04130	.04135

TABLE II

(Continued)

Leasehold Term Remaining	2¾%	3%	3¼%	3½%	3¾%
51	.03328	.03317	.03306	.03295	.03283
50	.03432	.03423	.03414	.03405	.03395
49	.03534	.03527	.03520	.03512	.03505
48	.03632	.03627	.03622	.03617	.03611
47	.03726	.03723	.03720	.03717	.03713
46	.03815	.03814	.03812	.03811	.03809
45	.03897	.03898	.03898	.03898	.03899
44	.03973	.03975	.03977	.03979	.03981
43	.04040	.04044	.04047	.04051	.04054
42	.04100	.04104	.04109	.04114	.04118
41	.04150	.04156	.04162	.04167	.04173
40	.04191	.04198	.04204	.04211	.04218
39	.04222	.04230	.04237	.04245	.04252
38	.04244	.04253	.04261	.04269	.04277
37	.04257	.04266	.04274	.04283	.04291
36	.04261	.04270	.04278	.04287	.04296
35	.04257	.04265	.04274	.04283	.04292
34	.04244	.04253	.04262	.04271	.04279
33	.04226	.04234	.04243	.04251	.04260
32	.04201	.04210	.04218	.04226	.04235
31	.04172	.04180	.04188	.04196	.04204
30	.04140	.04148	.04155	.04163	.04170
29	.04106	.04113	.04120	.04127	.04135
28	.04072	.04078	.04085	.04091	.04098
27	.04037	.04043	.04049	.04056	.04062
26	.04005	.04010	.04016	.04022	.04027
25	.03975	.03980	.03985	.03990	.03996
24	.03948	.03953	.03958	.03963	.03968
23	.03926	.03930	.03935	.03940	.03944
22	.03908	.03913	.03917	.03921	.03926
21	.03896	.03900	.03904	.03908	.03912
20	.03888	.03892	.03896	.03900	.03904
19	.03886	.03890	.03894	.03898	.03902
18	.03889	.03893	.03897	.03900	.03904
17	.03896	.03900	.03904	.03908	.03911
16	.03907	.03911	.03915	.03919	.03923
15	.03921	.03925	.03929	.03933	.03937
14	.03939	.03943	.03947	.03951	.03955
13	.03958	.03962	.03966	.03970	.03975
12	.03978	.03982	.03987	.03991	.03995
11	.03999	.04003	.04008	.04012	.04017
10	.04020	.04024	.04029	.04034	.04038
9	.04040	.04045	.04050	.04054	.04059
8	.04059	.04064	.04069	.04074	.04078
7	.04077	.04082	.04087	.04092	.04096
6	.04093	.04098	.04103	.04108	.04113
5	.04107	.04112	.04117	.04122	.04127
4	.04119	.04124	.04129	.04134	.04138
3	.04128	.04133	.04138	.04143	.04148
2	.04135	.04140	.04145	.04150	.04155
1	.04140	.04145	.04150	.04155	.04160

TABLE II

(Continued)

Leasehold Term Remaining	3¼%	3½%	3¾%	3¾%
51	.03272	.03260	.03248	.03237
50	.03386	.03376	.03367	.03357
49	.03498	.03490	.03483	.03475
48	.03606	.03601	.03595	.03589
47	.03710	.03706	.03703	.03699
46	.03808	.03806	.03804	.03802
45	.03899	.03899	.03899	.03899
44	.03982	.03984	.03986	.03987
43	.04057	.04060	.04064	.04067
42	.04123	.04127	.04132	.04136
41	.04179	.04185	.04190	.04196
40	.04225	.04231	.04238	.04244
39	.04260	.04267	.04275	.04282
38	.04285	.04293	.04301	.04309
37	.04300	.04308	.04317	.04325
36	.04305	.04313	.04322	.04331
35	.04301	.04309	.04318	.04327
34	.04288	.04297	.04306	.04315
33	.04269	.04277	.04286	.04295
32	.04243	.04251	.04260	.04268
31	.04212	.04220	.04228	.04236
30	.04178	.04186	.04193	.04201
29	.04142	.04149	.04156	.04163
28	.04105	.04111	.04118	.04125
27	.04068	.04074	.04080	.04086
26	.04033	.04039	.04044	.04050
25	.04001	.04006	.04012	.04017
24	.03973	.03977	.03982	.03987
23	.03949	.03953	.03958	.03962
22	.03930	.03934	.03939	.03943
21	.03916	.03920	.03925	.03929
20	.03908	.03912	.03916	.03920
19	.03906	.03910	.03913	.03917
18	.03908	.03912	.03916	.03920
17	.03915	.03919	.03923	.03927
16	.03927	.03931	.03935	.03938
15	.03941	.03945	.03949	.03953
14	.03959	.03963	.03967	.03971
13	.03979	.03983	.03987	.03991
12	.04000	.04004	.04008	.04013
11	.04021	.04026	.04030	.04035
10	.04043	.04047	.04052	.04056
9	.04064	.04068	.04073	.04077
8	.04083	.04088	.04093	.04097
7	.04101	.04106	.04111	.04116
6	.04117	.04122	.04127	.04132
5	.04132	.04137	.04141	.04146
4	.04143	.04148	.04153	.04158
3	.04153	.04158	.04163	.04168
2	.04160	.04165	.04170	.04175
1	.04166	.04171	.04176	.04181

TABLE II

(Continued)

Leasehold Term Remaining	6%	6¼%	6½%	6¾%	6½%
51	.03225	.03213	.03201	.03189	.03177
50	.03347	.03337	.03328	.03317	.03307
49	.03467	.03459	.03452	.03444	.03436
48	.03584	.03578	.03572	.03566	.03560
47	.03695	.03691	.03687	.03683	.03679
46	.03800	.03798	.03796	.03794	.03792
45	.03899	.03898	.03898	.03898	.03897
44	.03989	.03990	.03991	.03993	.03994
43	.04070	.04073	.04075	.04078	.04081
42	.04141	.04145	.04149	.04153	.04158
41	.04201	.04207	.04212	.04218	.04223
40	.04251	.04257	.04264	.04270	.04277
39	.04289	.04297	.04304	.04311	.04319
38	.04317	.04325	.04333	.04341	.04349
37	.04334	.04342	.04350	.04359	.04367
36	.04340	.04348	.04357	.04366	.04375
35	.04336	.04345	.04354	.04363	.04371
34	.04324	.04332	.04341	.04350	.04359
33	.04303	.04312	.04321	.04329	.04338
32	.04276	.04285	.04293	.04302	.04310
31	.04244	.04252	.04261	.04269	.04277
30	.04209	.04216	.04224	.04232	.04239
29	.04170	.04178	.04185	.04192	.04199
28	.04131	.04138	.04145	.04151	.04158
27	.04093	.04099	.04105	.04111	.04118
26	.04056	.04062	.04068	.04073	.04079
25	.04022	.04028	.04033	.04038	.04044
24	.03992	.03997	.04002	.04007	.04012
23	.03967	.03972	.03976	.03981	.03986
22	.03947	.03952	.03956	.03960	.03965
21	.03933	.03937	.03941	.03945	.03950
20	.03924	.03928	.03932	.03936	.03940
19	.03921	.03925	.03929	.03933	.03937
18	.03924	.03927	.03931	.03935	.03939
17	.03931	.03935	.03939	.03942	.03946
16	.03942	.03946	.03950	.03954	.03958
15	.03957	.03961	.03965	.03969	.03973
14	.03975	.03980	.03984	.03988	.03992
13	.03996	.04000	.04004	.04008	.04012
12	.04017	.04021	.04026	.04030	.04034
11	.04039	.04043	.04048	.04052	.04057
10	.04061	.04065	.04070	.04075	.04079
9	.04082	.04087	.04091	.04096	.04101
8	.04102	.04107	.04112	.04116	.04121
7	.04121	.04125	.04130	.04135	.04140
6	.04137	.04142	.04147	.04152	.04157
5	.04151	.04156	.04161	.04166	.04171
4	.04163	.04168	.04173	.04178	.04183
3	.04173	.04178	.04183	.04188	.04193
2	.04180	.04185	.04190	.04196	.04201
1	.04186	.04191	.04196	.04201	.04206

If the current interest rate established for a current year is outside of the 2½-4½% range, then the replacement factor for such year (Fy) can be computed by the following formula:

$$F_y = \left[\sum_{j=y}^{j=M} (R_j)(v)^{(j-y)}\right]\left[\frac{i}{1-v^{(M-y+1)}}\right] \text{; where}$$

y = Current year of lease (For example, January 1, 1965 through December 31, 1965 = 1, etc.);

i = Current interest rate established for that year;

Rj = Replacement rate for that year (The replacement rate for a current year is the replacement rate shown alongside the "Leasehold Term Remaining" figure measured from January 1 of any such year. For example, the replacement rate for 1965 = .00572);

M = 51; and

$$v = \frac{1}{1+i}$$

The replacement factors appearing in the foregoing table were computed by the application of this formula. These factors shall be subject to verification each year.

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

Ex.1

On the 18th day of February, 1982, before me personally came DAVID N. DINKINS, with whom I am personally acquainted, and known to me to be the the City Clerk of THE CITY OF NEW YORK, who, being by me duly sworn did depose and say that he resides at

that he is the City Clerk of THE CITY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Estimate, and that he signed his name thereto as City Clerk by like authority; and further that he knows and is acquainted with KAREN N. GERARD and knows her to be the person described in and who as Deputy Mayor of THE CITY OF NEW YORK executed the said instrument; that he saw her subscribe and execute the same, and that she acknowledged to him, the said DAVID N. DINKINS, that she executed the same, and he, the said DAVID N. DINKINS thereupon subscribed his name thereto.

Ellie Smurko

ELLIE SMURKO
COMMISSIONER OF DEEDS
CITY OF NEW YORK
Certificate Filed in New York County
Commission Expires 12/1/83

Ex.1

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

On this 19TH day of FEBRUARY, 1982, before me personally came and appeared ROBERT F. BENNETT, to me known, who being by me duly sworn, did depose and say that he resides at

that he is the Assistant Executive Director of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of Congress, described in and which executed the foregoing instrument; that he knows the seal of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY aforesaid; that the seal affixed to said instrument is such seal; that it was so affixed by order of the Commissioners of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY and that he signed his name thereto by like order.

Cecilia M. Healy

CECILIA M. HEALY
Notary Public, State of New York
No. 43-4706277 Richmond County
Certificate filed in New York County
Commission Expires March 30, 1983

TENTH SUPPLEMENTAL AGREEMENT, made as of the 30th day of September, 1983 between THE CITY OF NEW YORK, a New York municipal corporation, hereinafter called "the City", and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of Congress, hereinafter called "the Port Authority."

WITNESSETH:

WHEREAS, under date of April 17, 1947, the City and the Port Authority entered into an Agreement With Respect to Municipal Air Terminals, (hereinafter referred to as the "Original Agreement"), providing for the improvement, development, operation and maintenance of John F. Kennedy International Airport and LaGuardia Airport by the Port Authority; and

WHEREAS, under dates of May 26, 1949, November 7, 1952, May 28, 1956, November 6, 1958, October 3, 1960, August 24, 1965, December 21, 1965, December 12, 1968 and February 18, 1982, the City and the Port Authority have duly amended, extended, supplemented and modified said Original Agreement; and

WHEREAS, it was contemplated and intended by the Ninth Supplemental Agreement to the Original Agreement (dated February 18, 1982) that additional land adjacent to LaGuardia Airport be demised to the Port Authority by the City on terms and conditions as more specifically therein set forth, upon completion of legally required governmental approvals including but not limited to the Board of Estimate; and

WHEREAS, such governmental approvals have now been completed and the Board of Estimate by resolution duly adopted on July 21, 1983 has authorized the execution and delivery of this Agreement (Calendar #310).

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns, that said Original Agreement, as previously amended, extended, supplemented and modified shall be and it is hereby further amended, supplemented and modified as follows:

1. The City hereby demises and leases to the Port Authority and the Port Authority does hereby hire and take from the City for parking purposes, which use shall include grading, black topping, fencing and lighting of the uplands contained therein, the additional land owned by the City more specifically described below, to have and to hold unto the Port Authority from the date of this Tenth Supplemental Agreement until the expiration or sooner termination of the Original Agreement, subject to all of the terms, covenants and conditions set forth in said Original Agreement as previously amended, extended, supplemented and modified including as modified by aforesaid Ninth Supplemental Agreement:

BEGINNING at a point in the easterly boundary of a parcel of land demised to the Port Authority by the City, by Agreement entitled: "Agreement with Respect to Municipal Air Terminals" dated April 17, 1947, recorded in the Office of the New York City Register, Queens County on May 22, 1947 in Liber 5402, Page 319, etc. of conveyances, as amended and supplemented by the "Eighth Supplemental Agreement" with respect to Municipal Air Terminals thereto dated December 12, 1968 recorded July 23, 1969 in Reel 339 at pages 46 through 68, and described by metes and bounds in paragraph III therein at pages 9 and 10, said point having the coordinate values of South 28,053.834 and East 31,105.546 thence: (1) North 11°-16'-29.13" East along said boundary, a distance of 1200.00 feet to a point having the coordinate values of South 26,876.993 and East 31,340.163; thence (2) South 78°-43'-30.87" East a distance of 450.000 feet to a point having the coordinate value of South 26,964.974 and East 31,781.478; thence (3) South 11°-16'-29.13" West a distance of 1100.000 feet to a point having the coordinate value of South 28,043.745 and East 31,566.413; thence (4) South 88°-44'-45.42" West a distance of 460.98 feet to the point and place of beginning.

The coordinates and bearings mentioned in the description hereinabove refer to the rectangular system of coordinates established by the Topographical Bureau of the Borough of Queens, City of New York, grid North being 28°-59'-13.5" East of true North.

RESERVING to the City and the United States Army Corps of Engineers or its successors in duties a right of escorted access at all times by the Port Authority for vehicles and pedestrians through the aforesaid described lands to the uplands owned by the City abutting, lying and

being situate southeast of LaGuardia Airport. In addition the Port Authority shall maintain the paved pedestrian walkway, four feet in width, constructed by the Port Authority on said uplands to its southeasterly terminus in Flushing Bay.

2. Except as hereinabove provided, all of the terms, conditions, covenants and agreements of the Original Indenture, as the same has been previously amended, extended, supplemented and modified, shall be and remain in full force and effect.

3. 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 Tenth Supplemental Agreement, or because of its execution or attempted execution or because of any breach thereof.

IN WITNESS WHEREOF, the City has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Deputy Mayor; and the Port Authority has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Assistant Executive Director, as of the day and year first above written.

ATTEST:

City Clerk

THE CITY OF NEW YORK

Deputy Mayor

ATTEST:

~~Secretary~~
Comptroller

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Assistant Executive Director

Approved as to Form:

(Acting Corporation Counsel)

Approved as to Form:

Harry K. Barr
for General Counsel

Ex.1

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

On this 15th day of September, 1983, before me personally came and appeared ROBERT F. BENNETT, to me known, who being by me duly sworn, did depose and say that he resides at
that he is the Assistant Executive Director of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of Congress, described in and which executed the foregoing instrument; that he knows the seal of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY aforesaid; that the seal affixed to said instrument is such seal; that it was so affixed by order of the Commissioners of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY and that he signed his name thereto by like order.

Harry Kyle Barr, III

HARRY KYLE BARR, III
NOTARY PUBLIC, STATE OF NEW YORK
No. 31—0169855
Qualified in New York County
Commission Expires March 30, 1985

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

On this 30 day of Sept, 198[illegible] before me personally came Nathan Leventhal to me known and known to me to be the Deputy Mayor of the City of New York and the same person who executed the foregoing instrument and he acknowledged that the executed the foregoing instrument on behalf of the City of New York in his official capacity pursuant to the authority vested in him by resolution of the Board of Estimate, date and calendar number set forth in the within instrument.

ALFRED [illegible], JR
Notary Public, State of New York
No. [illegible]
Qualified in Queens County
Commission Expires March 30, 1984

Ex.1

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

On this 4th day of October, 1983, before me personally came DAVID N. DINKINS with whom I am personally acquainted and known to me to be the City Clerk of the City of New York, being by me duly sworn, deposes and says: that he resides at

that he is the City Clerk of the City of New York, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation that the seal affixed to said instrument is such corporate seal; that it was so affixed as provided by law; and that he signed his name thereto as City Clerk by like authority.

Raquel E. Vidal

RAQUEL E. VIDAL
Commissioner of Deeds
City of New York - No. 4-2693
Certificate Filed in New York County
Commission Expires October 1, 1984

THIS INDENTURE AND ELEVENTH SUPPLEMENTAL AGREEMENT OF THE AIRPORT TERMINALS LEASE, made as of the 11th day of December, 1992, between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic, created by Compact between the States of New York and New Jersey, with the consent of Congress, having its office at One World Trade Center, Borough of Manhattan, City, County and State of New York, (hereinafter referred to as the "Port Authority") and THE CITY OF NEW YORK, a municipal corporation of the State of New York, having its principal office at City Hall, in the Borough of Manhattan, City, County and State of New York (hereinafter referred to as the "City").

WITNESSETH THAT:

WHEREAS, pursuant to that certain Agreement with respect to Municipal Air Terminals between the City and the Port Authority dated April 17, 1947, which was recorded on May 22, 1947, in the Office of the Register (Queens County), New York in Liber 5402 of Conveyances, page 319, and as such Agreement has been supplemented from time to time (the "Air Terminals Lease"), the City has demised to the Port Authority certain described premises for air terminal purposes and certain purposes incidental thereto (collectively, "Air Terminals Uses"); and

WHEREAS, the Air Terminals Lease provides, among other things, that the Port Authority shall, immediately upon acquisition of any lands and improvements thereon or rights, easements or interests therein for use in extension of the municipal air terminals or for use in maintaining airplane beacons, guides or other aids to navigation (collectively, "Acquisition Purposes"), convey the same to the City without consideration, and such property shall become part of the premises demised under the Air Terminals Lease; and

WHEREAS, the Port Authority has acquired certain real property hereinafter described (said real property and an easement acquired in connection with the acquisition of such property being hereinafter referred to as the "Property"), subject to the encumbrances and exceptions specified herein for Acquisition Purposes; and

WHEREAS, pursuant to the Air Terminals Lease, the Port Authority desires to convey the Property to the City; and

WHEREAS, pursuant to the Air Terminals Lease, the City desires to accept fee title to the Property and to lease the Property back to the Port Authority; and

WHEREAS, the Port Authority and the City wish to enter into certain understandings with respect to the Property;

NOW, THEREFORE, in consideration of the premises herein and undertakings hereinafter set forth and because the Port Authority has acquired, and hereby represents that it has acquired, the Property for Acquisition Purposes, the Port Authority and the City hereby agree as follows:

1. The Port Authority does, in accordance with and pursuant to the requirements of the Air Terminals Lease, hereby remise, release and quit claim unto the City, its successors and assigns forever, all right, title and interest of the Port Authority in and to the Property which is described as follows:

ALL these lots, pieces or parcels of land, if any, thereon, situate in the Borough and County of Queens, City and State of New York, bounded and described as set forth in Exhibit A and Schedule B-1 hereto and the easement conveyed to the Port Authority and its successors and assigns in the deed conveying such parcels of land to the Port Authority on the areas bounded and described as set forth in Exhibit B hereto,

Subject, however, to the following:

(a) the Air Terminals Lease, and all rights of the City and the Port Authority, respectively, as lessor and lessee or otherwise thereunder;

(b) outstanding title in the People of the State of New York or in the City and liens and encumbrances in favor of the People of the State of New York or the City which reduce the estate or interest of any of the former owners;

(c) encroachments, if any, upon the premises herein described of any structures or appurtenances standing or maintained partly upon the premises herein described and partly upon the adjoining premises;

(d) any state of facts which an accurate survey may show;

(e) the Cable Facilities Lease and the Barterama Agreement as such terms are defined in the license agreement referred to in paragraph 3 below.

(f) the attached Permitted Exceptions as described in Schedule D of the Contract of Sale entered into between the New York Racing Association, Inc. (NYRA) and the Port Authority dated December 10, 1992.

(g) the easement reserved by NYRA in the deed conveying the Property to the Port Authority on the area bounded and described as set forth in Exhibit ~~C~~ B hereto.

2. The City, pursuant to the Air Terminals Lease, hereby accepts the conveyance from the Port Authority and leases the Property to the Port

Authority and the Port Authority, pursuant to the Air Terminals Lease, hereby leases the Property from the City for Air Terminals Uses.

3. The Port Authority and NYRA have entered into a license agreement (the "License Agreement") dated as of the date hereof, a copy of which has been provided to the City, permitting NYRA to use the Premises in accordance with the terms and conditions of the License Agreement. The Port Authority shall not amend or modify the License Agreement without the City's prior written consent which shall not be unreasonably withheld.

4. In the event the License Agreement terminates before the Port Authority has commenced use of the Property for Air Terminals Uses and the Port Authority does not plan to commence such use of the Property within six (6) months of such termination, the Port Authority shall, consistent with its plans for the Property, (i) diligently and continuously use such good faith efforts as the City and the Port Authority shall agree are appropriate to obtain other licensees to use the Property for interim uses under license agreements which will also obligate such new licensees to pay to the City payments in lieu of Taxes ("PILOT") in amounts to be determined by the City pursuant to such agreement as the City and the new licensee shall enter into; and (ii) provided the Port Authority has been unable to find a licensee to replace NYRA or any licensee subsequent to NYRA, the Port Authority shall negotiate in good faith with such person or entity as may be proposed by the City. The Port Authority shall not enter into a license agreement with any person unless the City, by its prior written consent, which consent shall not be unreasonably withheld, has (x) approved such person (in those instances where the Port Authority has proposed the licensee); and (y) approved the license agreement to be entered into (regardless of whether the Port Authority or the City has proposed the licensee in question). It shall be reasonable for the City to withhold its consent if, without limitation, the proposed licensee: (i) does not agree to pay PILOT in an amount equal to full taxes on the Property pursuant to an agreement substantially similar to the NYRA PILOT Agreement as hereinafter defined; or (ii) upon investigation, is revealed to be a "prohibited person" as such term is defined in Schedule I annexed hereto; or (iii) the proposed license agreement does not contain, without limitation, provisions which (aa) indemnify the City, and (bb) insure the City as an additional insured under the licensee's liability insurance policy, and (cc) require the City's consent for sub-licenses, which consent may be unreasonably withheld, and (dd) establish that an event of default under the PILOT agreement is an event of default under the license agreement, and (ee) upon the occurrence of the cross-default referred to in "dd" preceding, give the Port Authority the right to terminate the license agreement, eject the licensee from the Property, collect PILOT arrears, and enforce PILOT agreement obligations, and (ff) set forth a covenant on the part of the licensee to not violate, whether by action or inaction, the terms and conditions of the Air Terminals Lease, and (gg) provide for rights of revocation in the Port Authority which are consistent with the nature of a licensor-licensee relationship and (hh) prohibit certain dealings concerning South Africa (see

Schedule II annexed hereto), and (ii) prohibit certain dealings concerning Northern Ireland (see Schedule III annexed hereto). To the extent it has discretion, the Port Authority will not consent to subleases requested by Queens Inner Unity Cable Systems pursuant to the Cable Facilities Lease or sublicenses requested by the Barterama Corporation pursuant to the Barterama Agreement without the City's consent, which will not be unreasonably withheld. For purposes of this paragraph 4, the Port Authority will be deemed to have commenced use of the Property for Air Terminals Uses only when work required in connection with a project (including site preparation work) has actually begun on the Property, and not because design or other planning work has begun for a project at the Property.

5. Upon receipt of notice from the City that an "Event of Default" has occurred under that certain PILOT Agreement entered into between the City and NYRA, dated the date hereof (the "NYRA PILOT Agreement") or other subsequent PILOT agreements (as the case may be and as the term "Event of Default" is and shall be defined under such agreements), the Port Authority shall within thirty-five (35) days of the receipt of such notice; unless NYRA or other licensee (as the case may be) has cured such default within such 35-day period: (i) duly deliver a notice of termination to terminate the Licensee Agreement or other license agreement (as the case may be) and (ii) take legal action to eject NYRA or other licensee (as the case may be) from the Property once the applicable license agreement is terminated pursuant to such notice.

6. Until the Port Authority commences use of the Property for Air Terminals Uses as provided in paragraph 4 of this Agreement, the rent paid to the City by the Port Authority pursuant to the Air Terminals Lease shall remain undiminished by (i) the addition of the Property to the demise of the Air Terminals Lease, (ii) the expenditure by the Port Authority of any and all monies for the acquisition of the Property, and (iii) the expenditure by the Port Authority of any monies for the operation and maintenance of the Property, including but not limited to, the cost of the Port Authority's staff time, whether allocated or dedicated directly to the Property ("Operating Costs"); so that, and except as provided below for portions of the Property on which the Port Authority has from time to time commenced Air Terminals Uses (as provided in paragraph 4), rental shall be paid to the City as if the Property had not been added to the demise and as if the Port Authority had not made any expenditure whatsoever for the acquisition, operation or maintenance of the Property. Specifically, and without limiting the generality of the foregoing:

I. The Port Authority shall not take account of its acquisition costs for the Property in calculating Imputed Debt Service B as defined in paragraph 1 (H) of the Ninth Supplemental Agreement of the Air Terminals Lease for the Property for any period occurring prior to the Port Authority commencing use of the Property for Air Terminals Uses (as provided in paragraph 4) notwithstanding that the Port Authority would otherwise take account of such

costs; provided, however, that in the event commencement of such use occurs with respect to a portion of the Property, the Port Authority may take account, in calculating Imputed Debt Service B, such portion of the acquisition costs as may be proportionately allocated to the portion of the Property in question. The proportionate allocation shall equal the product obtained by multiplying the total acquisition cost of the Property by a fraction the numerator of which shall be the number of acres (rounded down to the nearest whole acre) in such portion of the Property so taken and the denominator of which shall be total acreage of the Property.

ii. In determining the amount of rent, additional or otherwise, owing to the City under the Air Terminals Lease for any rental period, the Port Authority shall not reduce the net amount to be paid to the City by deducting or offsetting Operating Costs expended by the Port Authority for, or on account of, or which may be attributable to the Property; provided, however, that in the event commencement of use of the Property for Airport Terminals Uses (as provided in paragraph 4) occurs with respect to a portion of the Property, the Port Authority may allocate a portion of the Operating Costs which are attributable to and/or proportionately allocable to the portion of the Property in question and then, take into such allocated and/or attributed portion of the Operating Costs in calculating the net rental amount owing to the City. Proportionate allocation shall be calculated in the same manner as hereinbefore applied to Imputed Debt Service B.

7. Notwithstanding anything to the contrary in paragraph 6 preceding, upon commencement of use of the Property (or any part thereof) for Air Terminals Uses (as provided in paragraph 4), the acquisition cost (of the Property) upon which the Port Authority calculates Imputed Debt Service B, shall be reduced by (i) the aggregate amount of license fees and other income, if any, previously received by the Port Authority from the Property less (ii) the aggregate amount of Operating Costs. If only a portion of the Property shall be used for such Air Terminals Uses, then in calculating proportionate allocation of Imputed Debt Service B for such portion, income from the Property shall also be proportionately allocated to the portion of the property in question.

8. The Port Authority shall notify the City with respect to commencing use of the Property or any portion thereof for Air Terminals Uses (as provided in paragraph 4), describing the reason for such action and the anticipated Air Terminals Uses.

9. Except to the extent prevented by applicable law, the Port Authority shall obtain a tax lot subdivision pursuant to which the Property is separated out of the tax lot of which it currently forms a part (Tax Lot 2, Block 11543, Queens County) within 12 months of the date hereof. The City recognizes that the Port Authority's ability to obtain such tax lot subdivision is dependent upon the performance by NYRA of its obligations with respect to

such subdivision as are contained in the PILOT Agreement.

10. No costs incurred by the Port Authority pursuant to obligations to be performed by the Port Authority under this Agreement shall be reimbursed by the City.

11. Except as modified herein, the Air Terminals Lease shall remain unmodified and in full force and effect.

12. This Agreement may be executed in separate counterparts.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and duly attested and this Agreement to be signed by their authorized officer the day and year first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: Stanley Brezenoff
Executive Director

ATTEST:

City Clerk

THE CITY OF NEW YORK

By: Barry F. Sullivan, Deputy Mayor For Finance and Economic Development

Approved as to Form:

Acting Corporation Counsel

Approved as to Form:

General Counsel

such subdivision as are contained in the PILOT Agreement.

10. No costs incurred by the Port Authority pursuant to obligations to be performed by the Port Authority under this Agreement shall be reimbursed by the City.

11. Except as modified herein, the Air Terminals Lease shall remain unmodified and in full force and effect.

12. This Agreement may be executed in separate counterparts.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and duly attested and this Agreement to be signed by their authorized officer the day and year first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Secretary

By: _____
Stanley Brezenoff
Executive Director

ATTEST:

THE CITY OF NEW YORK

City Clerk

By: _____
Barry F. Sullivan, Deputy Mayor
For Finance and Economic Development

Approved as to Form:

Acting Corporation Counsel

Approved as to Form:

General Counsel

: Ex:1

STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

On this 10th day of December, 1992, before me personally came BARRY F. SULLIVAN, to me known and known to me to be the Deputy Mayor of The City of New York and the same person who executed the above instrument, and (s)he acknowledged that (s)he executed the foregoing instrument on behalf of The City of New YOrk as said Deputy Mayor pursuant to the authority vested in him/her.

Concetta Miele
Notary Public

CONCETTA MIELE
Commissioner of Deeds
City of New York - No. 2-7034
Certificate Filed in Kings County
Commission Expires April 1, 1993

STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

On this 11th day of December, 1992, before me personally came Carlos Cuevas, to me known and known to me to be the City Clerk of The City of New York, who, being by me duly sworn, did depose and say that he resides at ; that he is the City Clerk of The City of New York; the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such seal; that it was so affixed as provided by law, and that he signed his name thereto as City Clerk by like authority.

Margaret A. Temple
Notary Public

MARGARET A. TEMPLE
Commissioner of Deeds
City of New York - No. 1-5714
Certificate Filed in Manhattan County
Commission Expires Sept. 1, 1994

Ex.1

STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

On this 9th day of December, 1992, before me personally came LEN WASSERMAN, to me known and known to me to be the Acting Corporation Counsel of The City of New York, who, being by me duly sworn, did depose and say that he resides at
that he is the Acting Corporation Counsel of The City of New YOrk; the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such seal; that it was so affixed as provided by law, and that he signed his name thereto as Acting Corporation Counsel by like authority.

Richard E. Marshall
Notary Public

RICHARD E. MARSHALL
Notary Public, State of New York
No. 4912173
Qualified in New York County
Commission Expires January 4, 1994

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

On this 10th day of December 1992, before me, the subscriber, personally appeared Stanley Brezenoff, Executive Director of The Port Authority of New York and New Jersey, with offices at One World Trade Center, 67 Floor, New York, New York, who I am satisfied is the person who has signed the within instrument and I, having first made known to him the contents thereof, he did acknowledge that he signed, ~~sealed with the corporate seal~~ and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of the Board of Commissioners of The Port Authrolty of New York and New Jersey.

Lawrence W. Scheyer
Notary Public

LAWRENCE W. SCHEYER
Notary Public, State of New York
No. 31-4733435
Qualified in New York County
Commission Expires June 30, 1994

Exhibit A

Port Authority Property Line

Area = 1,131,352.78 square feet, 25.97 acres.

All that certain plot, piece or parcel of land lying and being in the borough of Queens, City and State of New York bounded and described as follows:

Beginning at a point on the Northerly side of North Conduit Avenue, said point being the following courses and distances from the corner formed by the intersection of the Northerly side of North Conduit Avenue and the Westerly side of 114 Street (60 feet wide).

South 59°-31'-52" West 298.32 feet
South 64°-52'-32" West 337.76 feet to a point of curve
Southwesterly along the Northerly side of North Conduit Avenue as it curves having a radius of 1375.30 feet a distance of 176.28 feet to said point of BEGINNING.

Thence Southwesterly along the Northerly side of North Conduit along a curve having a radius of 1375.30 feet a distance of 223.49 feet to a point of tangency.

Thence the following courses and distances along the Northerly side of North Conduit Avenue:

South 81°-31'-49" West 151.31 feet
South 79°-25'-12" West 149.59 feet
South 80°-38'-48" West 112.62 feet to the Easterly side of the land of the Long Island Rail Road.

Thence the following courses and distances along the Easterly side of the land of the Long Island Rail Road:

North 12°-11'-48" West 0.83 feet
North 49°-16'-48" West 33.17 feet
North 12°-11'-48" West 8.29 feet
North 49°-16'-48" West 1248.25 feet
North 45°-49'-23" West 165.84 feet
North 44°-15'-09" West 62.04 feet to a point.

Thence the following courses and distances:

North 45°-44'-51" East 50.64 feet
North 28°-15'-57" East 85.50 feet
North 72°-38'-36" East 216.88 feet
South 17°-21'-24" East 22.30 feet
North 72°-44'-21" East 174.62 feet
North 00°-12'-35" East 20.27 feet to a point on a curve.
Southeasterly along a curve having a radius of 70 feet, 57.62 feet to a point of tangency.
South 42°-37'-34" East 55.00 feet
South 44°-42'-27" East 131.85 feet to a point of curve.

Southeasterly along a curve having a radius of 530 feet, a distance of 53.85 feet to a point of tangency.
South 50°-31'-44" East 46.47 feet to a point of curve.
Southeasterly along a curve having a radius of 140 feet, a distance of 39.06 feet to a point of tangency.
South 66°-30'-47" East 153.69 feet to a point of curve
Southeasterly along a curve having a radius of 640 feet, a distance of 369.15 feet to a point of tangency.
North 80°-26'-21" East 280 feet to a point of curve.
Southeasterly along a curve having a radius of 104 feet, a distance of 119.82 feet to a point of compound curve.
Southeasterly along a curve having a radius of 310 feet, a distance of 130.55 feet to a point of tangency.
South 09°-25'-24" East 228.45 feet
South 08°-59'-31" East 269.03 feet
South 01°-28'-49" East 153.78 feet to the point of place of beginning.

together with the structure shown in cross-hatching on the attached Schedule B-1

Schedule B-1

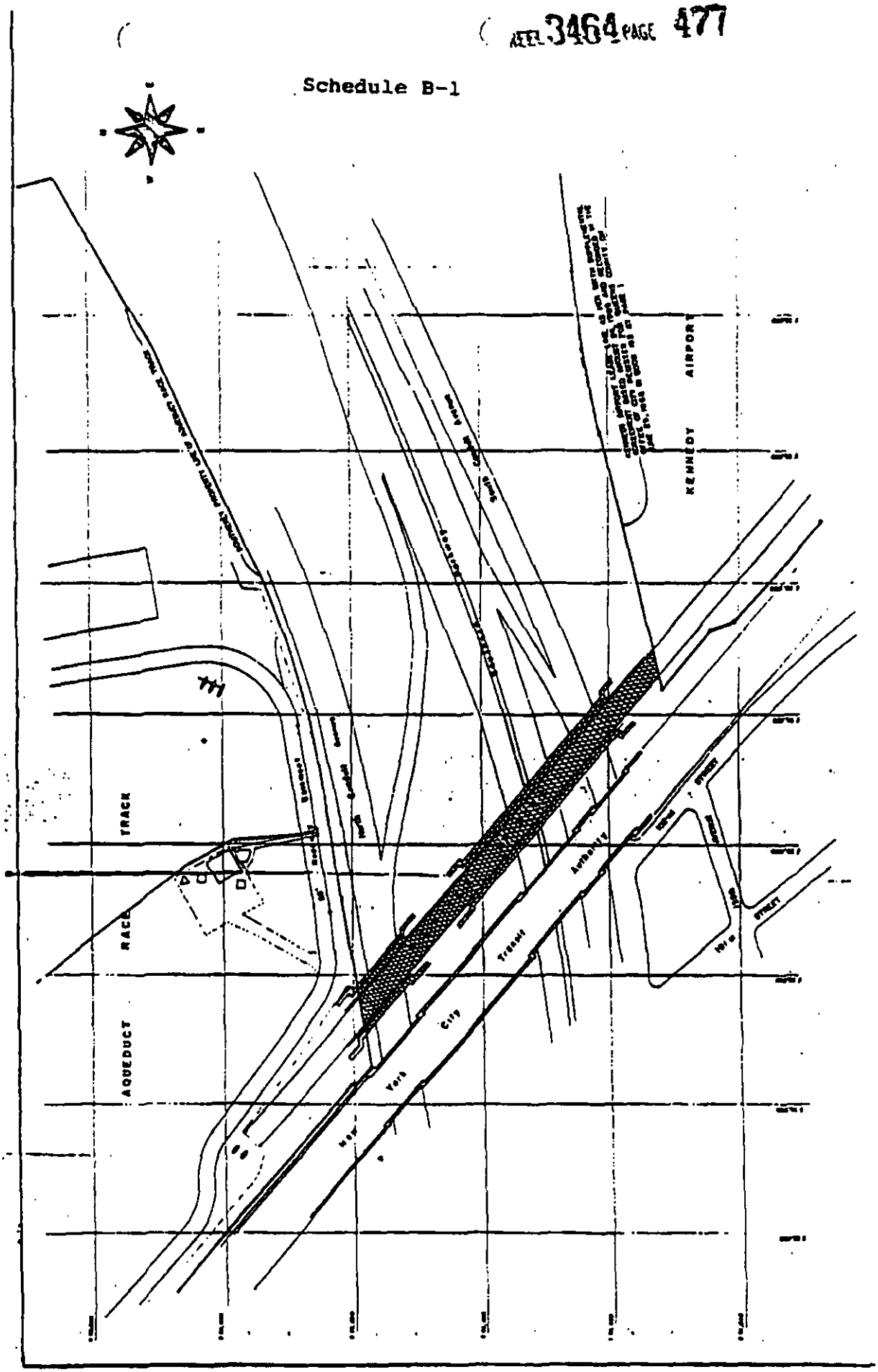

AQUEDUCT
RACE
TRACK
KENNEDY
AIRPORT
Belt
Parkway
Rockaway
Boulevard
Cross
Bay
Boulevard
Rockaway
Beach
Branch
Long
Island
Railroad
Rockaway
Avenue

Exhibit B

Easement to Port Authority

Area = 85,005.33 square feet, 1.95 acres.

All that certain plot, piece or parcel of land lying and being in the borough of Queens, City and State of New York bounded and described as follows:

Beginning at a point on the Northerly side of North Conduit Avenue, said point being the following courses and distances from the corner formed by the intersection of the Northerly side of North Conduit Avenue and the Westerly side of 114 Street (60 feet wide).

South 59°-31'-52" West 298.32 feet
South 64°-52'-32" West 337.76 feet to a point of curve
Southwesterly along the Northerly side of North Conduit Avenue as it curves having a radius of 1375.30 feet a distance of 176.28 feet to said point of BEGINNING.

Running thence the following courses and distances:

North 01°-28'-49" West 153.78 feet
North 08°-59'-31" West 269.03 feet
North 09°-25'-24" West 228.45 feet to a point of curve
Northwesterly along a curve having a radius of 310 feet a distance of 130.55 feet to a point of compound curve.
Northwesterly along a curve having a radius of 104 feet a distance of 119.82 feet to a point of tangency.
South 80°-26'-21" West 280 feet to a point of curve.
Northwesterly along a curve having a radius of 640 feet a distance of 369.15 feet to a point of tangency.
North 66°-30'-47" West 153.69 feet to a point of curve.
Northwesterly along a curve having a radius of 140 feet a distance of 39.06 feet to a point of tangency.
North 50°-31'-44" West 46.47 feet to a point of curve.
Northwesterly along a curve having a radius of 530 feet a distance of 53.85 feet to a point of tangency.
North 44°-42'-27" West 131.85 feet
North 42°-37'-34" West 55 feet to a point of curve.
Northwesterly along a curve having a radius of 70 feet a distance of 57.62 feet to a point.
South 00°-12'-35" West 20.27 feet
South 72°-44'-21" West 174.62 feet
North 17°-21'-24" West 22.30 feet
South 72°-38'-36" West 216.88 feet
South 28°-15'-57" West 85.50 feet
South 45°-44'-51" West 50.64 feet
North 44°-15'-09" West 17.86 feet
North 45°-44'-51" East 24.11 feet
North 28°-15'-57" East 115.64 feet
North 72°-38'-36" East 386.70 feet to a point of curve.
Southeasterly along a curve having a radius of 95 feet a distance of 107.33 feet to a point of tangency.

South 42°-37'-34" East 54.55 feet
South 44°-42'-27" East 131.39 feet to a point of curve
Southeasterly along a curve having a radius of 505 feet a distance of 51.31 feet to a point of tangency.
South 50°-31'-44" East 46.47 feet to a point of curve.
Southeasterly along a curve having a radius of 115 feet a distance of 32.08 feet to a point of tangency.
South 66°-30'-47" East 153.69 feet to a point of curve
Southeasterly along a curve having a radius of 615 feet a distance of 354.73 feet to a point of tangency.
North 80°-26'-21" East 280 feet to a point of curve.
Southeasterly along a curve having a radius of 129 feet a distance of 148.62 feet to a point of compound curve.
Southeasterly along a curve having a radius of 335 feet a distance of 141.07 feet to a point of tangency.
South 09°-25'-24" East 228.54 feet
South 10°-02'-30" East 180.75 feet to a point of curve.
Southeasterly along a curve having a radius of 130 feet a distance of 100 feet to a point of compound curve.
Southeasterly along a curve having a radius of 154 feet a distance of 60.36 feet to a point.
South 19°-44'-18" East 86.81 feet to the Northerly side of North Conduit Avenue.
Southwesterly along the Northerly side of North Conduit Avenue as it curves having a radius of 1375.30 feet a distance of 156.31 feet to the point or place of beginning.

Schedule D

Permitted Exceptions

(1) Taxes, tax liens, tax sales, water rates, sewer rents and assessments not yet due and payable.

(2) Any state of facts shown on the survey of the Conveyance Parcel by Erlandsen-Crowell & Shaw dated December 1, 1992.

(3) Deed recorded in Liber 6815 page 100.

(4) Sewer Declaration in Liber 5178 page 223

(5) Agreement recorded in Liber 5140 page 373.

(6) Water Agreement recorded in Liber 5703 page 650.

(7) Water Agreement recorded in Liber 4108 page 427.

(8) Sewer Agreement recorded in Liber 2172 cp. 85.

(9) Declaration regarding maintenance of storm drain recorded in Liber 7010 cp. 594.

(10) The Cable Facilities Lease.

(11) The Parking Lot License.

(12) The Barterama Agreement.

TWELFTH SUPPLEMENTAL AGREEMENT, made as of the 27th day of June, 1994 between THE CITY OF NEW YORK, a New York municipal corporation, hereinafter called "the City", and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by compact between the States of New York and New Jersey with the consent of Congress, hereinafter called "the Port Authority."

WITNESSETH:

WHEREAS, under the date of April 17, 1947, the City and the Port Authority entered into an Agreement With Respect to Municipal Air Terminals, (hereinafter referred to as the "Original Agreement"), providing for the improvement, development, operation and maintenance of John F. Kennedy International Airport and LaGuardia Airport by the Port Authority; and

WHEREAS, under dates of May 26, 1949, November 7, 1952, May 28, 1956, November 6, 1958, October 3, 1960, August 24, 1965, December 21, 1965, December 12, 1968, February 18, 1982, September 30, 1983 and December 11, 1992, the City and the Port Authority have duly amended, extended, supplemented and modified said Original Agreement; and

WHEREAS, the City wishes to lease to the Port Authority and the Port Authority wishes to let from the City certain additional real property adjacent to LaGuardia Airport for the purposes set forth herein.

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns, that said Original Agreement, as previously amended, extended, supplemented and modified shall be and it is hereby further amended, supplemented and modified as follows:

Section One The City hereby demises and leases to the Port Authority and the Port Authority does hereby hire and take from the City for use as an aircraft runway overrun area, the additional real property owned by the City more specifically described below, to have and to hold unto the Port Authority from the date of this Twelfth Supplemental Agreement until the expiration or sooner termination of the Original Agreement, subject to all of the terms, covenants and conditions set forth in said Original Agreement as previously amended, extended, supplemented and modified:

ALL that lot, piece or parcel of land, with buildings and improvements, if any, thereon, situate in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point in the easterly boundary line of LaGuardia Airport having a coordinate value of South 26,876.993 feet and East 31,340.163 feet formed by the intersection of the first and second courses of a parcel of land demised to The Port Authority of New York and New Jersey by the City of New York on September 30, 1983 by the Tenth Supplemental Agreement, recorded in the New York City Register's Office for Queens County on March 12, 1984 in Reel 1650 at page 632 and running:

1. South 78°-43'-31" East a distance of 450.00 feet along said easterly boundary line to a point having a coordinate value of South 26,964.974 feet and East 31,781.478 feet; thence

2. North 18°-27'-15" East a distance of 20.773 feet departing from said easterly boundary line to a point having a coordinate value of South 26,945.270 feet and East 31,788.054 feet; thence

3. South 86°-41'-13" East a distance of 220.00 feet to a point having a coordinate value of South 26,957.984 feet and East 32,007.686 feet; thence

4. North 18°-27'-15" East a distance of 258.99 feet to a point having a coordinate value of South 26, 712.311 feet and East 32,089.669 feet; thence

5. North 86°-41'-13" West a distance of 220.00 feet to a point having a coordinate value of South 26,699.597 feet and East 31,870.036 feet; thence

6. North 18°-27'-15" East a distance of 360.199 feet to a point having a coordinate value of South 26,357.921 feet and East 31,984.055 feet; thence

7. North 3°-05'-15" East a distance of 800.00 feet to a point having a coordinate value of South 25,559.082 feet and East 32,027.144 feet; thence

8. North 50°-30'-13" West a distance of 298.209 feet to a point having a coordinate value of South 25,369.412 feet and East 31,797.026 feet; thence

9. North 86°-54'-45" West a distance of 750.00 feet to a point having a coordinate value of South 25,329.016 feet and East 31,048.115 feet; thence

10. South 38°-44'-34" West a distance of 283.064 feet to a point in the original boundary line of land demised to The Port Authority of New York and New Jersey by the City of New York in an Agreement with respect to Municipal Air Terminals, dated April 17, 1947 and recorded in the New York City Register's Office for Queens County on May 22, 1947 in Liber 5402 of conveyance at page 319 and having a coordinate value of South 25,549.796 feet and East 30,870.966 feet; thence

11. South 86°-54'-45" East a distance of 340.00 feet along said boundary line to a point of curvature having a coordinate value of South 25,568.109 feet and East 31,210.473 feet; thence

12. Easterly, southeasterly and southerly along said boundary line of LaGuardia Airport and along the arc of a circle, having a radius of 200.00 feet, a central angle of 90°-00'-00" and an arc length of 314.159 feet to a point of tangency having a coordinate value of South 25,778.590 feet and East 31,399.410 feet; thence

13. South 3°-05'-15" West along said boundary line a distance of 1100.00 feet to the point and place of beginning.

The coordinates and bearings mentioned in the description hereinabove refer to the rectangular system of coordinates established by the Topographical Bureau of the Borough of Queens, City of New York, grid North being 28°-59'-13.5" East of true North.

Section Two. Except as hereinabove provided, all of the terms, conditions, covenants and agreements of the Original Agreement, as the same has been previously amended, extended, supplemented and modified, shall be and remain in full force and effect.

Section Three. 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 Twelfth Supplemental Agreement, or because of its execution or attempted execution or because of any breach or alleged breach thereof.

IN WITNESS WHEREOF, the City has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Mayor; and the Port Authority has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Executive Director, as of the day and year first above written.

ATTEST:

City Clerk

THE CITY OF NEW YORK

Deputy Mayor Ex-Operations

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Executive Director

Approved as to Form:

Acting Corporation Counsel

Approved as to Form:

General Counsel

STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

On this 27th day of June, 1994, before me personally came Peter J. Powers to me known and known to me to be the Dep. Mayor for Operations of the City of New York and the same person who executed the foregoing instrument and he acknowledged that he executed the foregoing instrument on behalf of the City of New York in his official capacity pursuant to the authority vested in him by Executive Order.

RICHARD E. MARSHALL
Notary Public, State of New York
No. 4912173
Qualified in New York County
Commission Expires January 4, 1996

STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

On this 13th day of June, 1994, before me personally came and appeared Stanley Brezenoff to me known, who being by me duly sworn, did depose that he is the Executive Director of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of Congress, described in and which executed the foregoing instrument; that he knows the seal of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY aforesaid; that the seal affixed to said instrument is such seal; that it was so affixed by order of the Commissioners of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY and that he signed his name thereto by like order.

Karen E. Eastman

KAREN E. EASTMAN
Notary Public, State of New York
No. 4766314
Qualified in New York County
Commission Expires February 28, 1995

STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

On this 28th day of June, 1994, before me personally came Barbara Bowers with whom I am personally acquainted and known to me to be the City Clerk of the City of New York, being by me duly sworn, deposes and says: that he is the City Clerk of the City of New York, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation that the seal affixed to said instrument is such corporate seal; that it was so affixed as provided by law; and that he signed his name thereto as City Clerk by like authority.

Marianne Snow

MARIANNE SNOW
Commissioner of Deeds
City of New York - No. 2-9898
Certificate filed in New York County
Commission Expires April 1, 1995

THE CITY OF NEW YORK

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIRTEENTH SUPPLEMENTAL AGREEMENT

WITH RESPECT TO

MUNICIPAL AIR TERMINALS

DATED: February 19, 1998

THIRTEENTH SUPPLEMENTAL AGREEMENT made as of the 19th day of February, 1998, between THE CITY OF NEW YORK, a New York municipal corporation, hereinafter called "The City," and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (formerly known as The Port of New York Authority), a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of Congress, hereinafter called the "Port Authority."

W I T N E S S E T H, That:

WHEREAS, the parties hereto under date of April 17, 1947 have duly entered into an Agreement relating to Municipal Air Terminals; and

WHEREAS, the said parties have duly amended, supplemented and modified the said agreement by several agreements and/or instruments duly entered into as of May 26, 1949, November 7, 1952, May 28, 1956, November 6, 1958, July 14, 1960, October 3, 1960, August 24, 1965, December 21, 1965, December 12, 1968, January 1, 1979, September 30, 1983, December 11, 1992 and June 27, 1994, respectively (as amended, supplemented and modified, the "Agreement"); and

WHEREAS, the said parties desire to further amend, supplement and modify the Agreement; and

WHEREAS, pursuant to the Sixth Supplemental Agreement, dated as of August 24, 1965, inter alia, the Port Authority surrendered to the City, inter alia, a parcel of land referred to as "Parcel 7" in said Sixth Supplemental Agreement, subject to certain conditions and other reservations of rights as set forth therein; and

WHEREAS, the City desires that such conditions and other reservations of rights which the Port Authority may hold with respect to Parcel 7 be modified with respect to a portion

of Parcel 7 so that such portion may be developed for use by the Federal Aviation Authority for office space, and the Port Authority agrees to such modifications;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, it is mutually agreed as follows:

The Port Authority reaffirms the surrender as provided in and pursuant to the Sixth Supplemental Agreement of that portion of Parcel 7, as generally depicted by shading in the annexed Schedule "A", and more particularly described in the annexed Schedule "B" ("Subparcel 7a"), and all the estate, right, title, interest, terms of years, property, claim and demand whatsoever of the Port Authority of, in, to and out of the same, subject, however, to the conditions, covenants, reservations, restrictions and other rights of the Port Authority thereunder; and the Port Authority further agrees, covenants and consents that the City and any successor(s)-in-interest may use and develop Subparcel 7a with one or more structures for commercial, institutional or governmental purposes, including without limitation ancillary parking, improvements and other ancillary uses; provided that (a) in no event shall any structure or any fixture, attachment or appurtenance rise above the present ground level in excess of 100 feet, and (b) any development and use or proposed development and use on or of Subparcel 7a shall be subject to and shall not intrude or encroach upon or within twenty-five feet of any existing utilities or any alteration, modification or replacement or improvement thereof, and the Port Authority shall be granted unfettered direct access thereto for all purposes. All conditions, covenants, restrictions, reservations and any and all other rights of the Port Authority with respect to Subparcel 7a are, to the extent same do not conflict with the terms of the foregoing, reaffirmed in their entirety.

This covenant shall run with the land and shall bind and inure to the benefit of the successors-in-interest and assigns of the parties hereto.

All provisions, terms and conditions set forth in the Agreement not modified by this instrument shall remain in full force and effect and are reaffirmed in their entirety.

IN WITNESS WHEREOF, the City has caused its seal to be hereunto affixed and duly attested and this agreement to be signed by its Deputy Mayor; and the Port Authority has caused its corporate seal to be hereunto affixed and duly attested and this agreement to be signed by its Executive Director, as of the day and year first written above.

ATTEST:

(Seal)

City Clerk

THE CITY OF NEW YORK

January 26, 1998
DATE

ATTEST:

(Seal)

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

February 19, 199
DATE

Approved as to form:

Acting Corporation Counsel

Approved as to form:

APPROVED FORM & TERMS

General Counsel

January 26, 1998
DATE

Ex.1

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 19th day of February, 1998, before me came ~~Robert Boyle~~ Richard Lobean, to me known, who, being by me duly sworn, did depose and say that he resides at _____, that he the Deputy Executive Director of the Port Authority of New York and New Jersey, the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Commissioners of said corporation; and that he signed his name thereto by like order.

Karen E. Eastman

KAREN E. EASTMAN
Notary Public, State of New York
No. 4766314
Qualified in New York County
Commission Expires Feb. 28, 1999

Ex.1

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

On this 26th day of January, 1998, before me personally came Randy Levine, to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the Deputy Mayor for Economic Development, Planning and Administration of The City of New York, the municipal corporation described in the foregoing instrument; and that he executed the foregoing instrument on behalf of The City of New York pursuant to the authority vested in him.

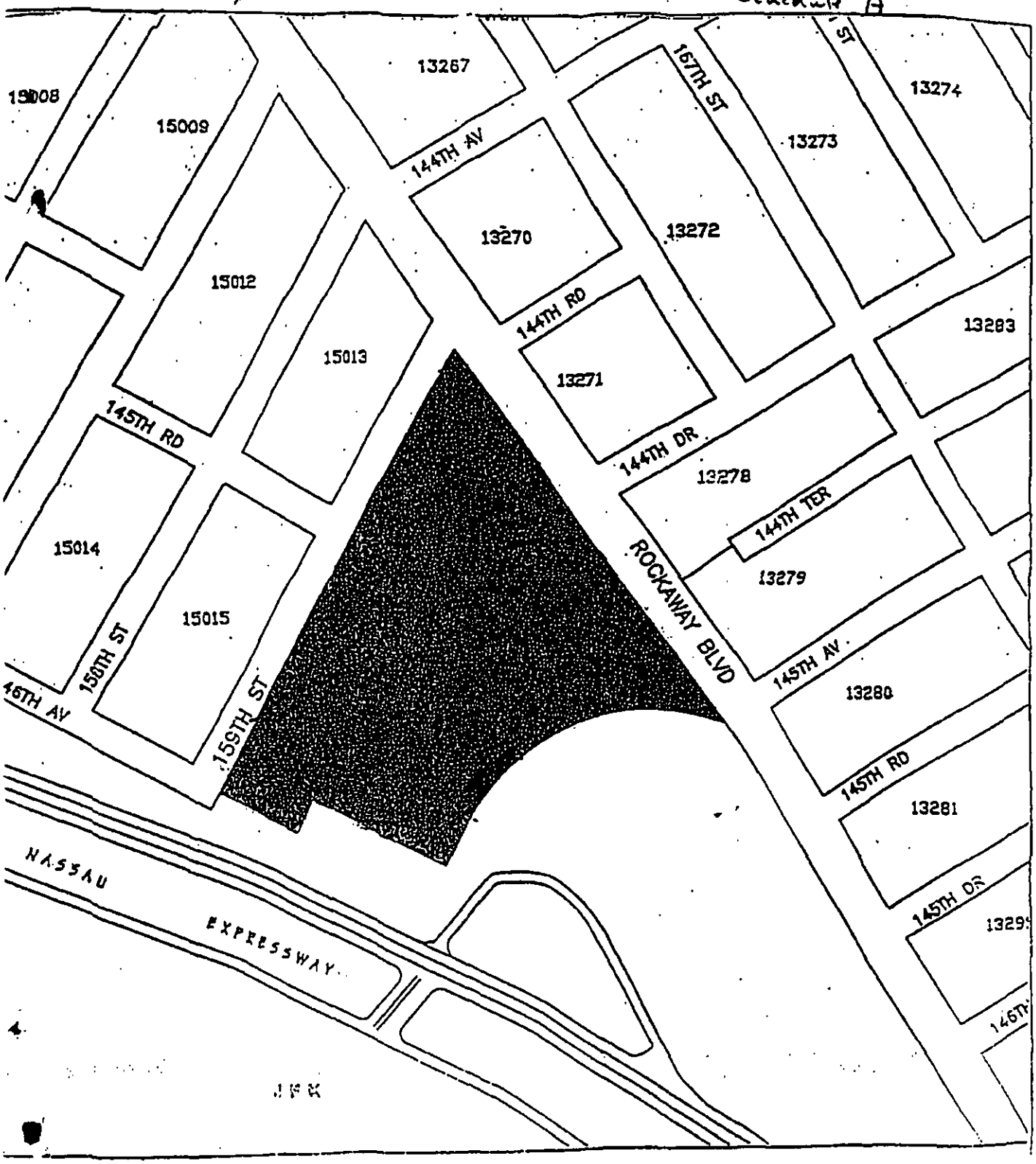
JOSEPH T. GUNN
Notary Public, State of New York
No. 41-4923758
Qualified in Queens County
Commission Expires February 16, 1998

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

On this 26th day of January, 1998, before me came Carlos Cuevas, with whom I am personally acquainted, and known to be the City Clerk of The City of New York, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said City; and that he affixed such seal and signed his name as City Clerk to such instrument pursuant to the authority vested in him.

JOSEPH T. GUNN
Notary Public, State of New York
No. 41-4923758
Qualified in Queens County
Commission Expires February 16, 1998

Schedule A



Site Map

Rockaway Boulevard and 159th Street
Jamaica, New York

Schedule B

BEGINNING at the corner formed by the intersection of the southerly line of Rockaway Boulevard with the easterly line of 159th Street:

1) Running thence southerly, along the easterly line of 159th Street, 904.60 feet;

2) Thence easterly, on a line forming an angle of 89°-48'-41" on its northerly side with the previous course, 168.75 feet;

3) Thence northerly, on a line forming angle of 89°-52'-18" on its westerly side with the previous course, 69.76 feet;

4) Thence easterly, on a line forming an angle of 89°-40'-59" on its southerly side with the previous course, 276.61 feet;

5) Thence northerly, on a line forming an angle of 90°-30'-02 on its westerly side with the previous course, 88.04 feet to a point of curvature;

6) Thence northeasterly, on the arc of a circle curving to the right having a radius of 350.00 feet and a central angle of 89°-09'-05", 544.60 feet to a point in the southerly line of Rockaway Boulevard;

7) Thence northeasterly, along the southerly line of Rockaway Boulevard, 165.34 feet to an angle point therein;

8) Thence still northwesterly, along the southerly line of Rockaway Boulevard, forming an angle of 177°-00'-25" on its southerly side with the previous course, 723.24 feet to the point or place of BEGINNING.