Torres Rojas, Genara FOI #13618

From: michael.bootier@bipc.com
Sent: Thursday, December 06, 2012 5:13 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

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Required copies of the records: Yes

List of specific record(s):
The JFK IAT Port Lease for Terminal 4 at JFK International Airport.

PORT AUTHORITY OF NY & NJ

FOI Administrator

June 4, 2013

Mr. Michael Bootier
Buchanan Ingersoll & Rooney
50 S 16th Street, Suite 3200
Philadelphia, PA 19103

Re: Freedom of Information Reference No. 13618

Dear Mr. Bootier:

This is a response to your December 6, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of JFKIAT Port lease for Terminal 4 at John F. Kennedy International Airport.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/13618-LPA-1.pdf, http://www.panynj.gov/corporate-information/foi/13618-LPA-2.pdf, http://www.panynj.gov/corporate-information/foi/13618-LPA-3.pdf.
Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to exemptions (1), (2.a.) and (4) of the Code.

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

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

Port Authority Lease No. AYC-685

TERMINAL FOUR

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

AND

JFK INTERNATIONAL AIR TERMINAL LLC

(THE LESSEE)

VOLUME I

PA LAW DEPARTMENT
113337

Terminal Four
Lease

LEASE NO: AYC-685

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Terminal Four
Lease

VOLUME I

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VOLUME III

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VOLUME IV THRU VOLUME XVII

EXHIBIT No. 42.1

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE, made effective as of 12:00 Noon on May 13, 1997 (the "Effective Date"), by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority"), a body corporate and politic, established by Compact between the States of New Jersey and New York with the consent of the Congress of the United States of America (the "Compact"), and having an office at One World Trade Center, in the Borough of Manhattan, City, County and State of New York, and JFK International Air Terminal LLC, a limited liability company organized and existing under the laws of the State of New York (hereinafter called the "Lessee"), having an office and place of business at 245 Park Avenue, 25th Floor, New York, NY 10167.

WITNESSETH, That:

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

Section 1. Definitions

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

"ABC International Airline Guide" and the "ABC Guide" shall have the meaning set forth in Section 53.

"Accelerated Facility Rental" shall have the meaning set forth in Section 24(a).

"Accelerated Remediation Costs" shall have the meaning set forth in Section 42(b).

"Accelerated Remediation Work" shall have the meaning set forth in Section 42(b).

"Accommodations" shall have the meaning set forth in Section 53(c).

"Accounting Dispute" shall have the meaning set forth in Section 61(a).

"Accounting Dispute Report" shall have the meaning set forth in Section 61(d).

"Actual Period" shall have the meaning set forth in Section 8(e).

"ACO" *see* Administrative Consent Order.

"Additional Sublease" shall have the meaning set forth in Section 5(b).

"Additional Sublessee" shall have the meaning set forth in Section 5(b).

"Additional Term" shall have the meaning set forth in Section 3(d).

"Additional Term Building Rental" shall have the meaning set forth in Section 3(d).

"Adjusted Gross Proceeds" shall have the meaning set forth in Section 31(f).

"Adjusted Pre-DBO Residual Cash Flow" shall have the meaning set forth in Section 8(I)(d).

"Administrative Consent Order" or "ACO" shall have the meaning set forth in Section 42(b).

"Affiliate" shall have the following meaning: An Affiliate of a specified Person is a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. The term *control* (including the terms *controlling, controlled by* and *under common control with*) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; provided that, in any event, any Person which owns directly or indirectly ten percent (10%) or more of the securities having ordinary voting power for the election of directors or other governing body of a corporation or ten percent (10%) or more of the partnership or other ownership interests of any other Person shall be deemed to control such corporation or other Person.

"Agreement" shall mean this agreement of lease, as such agreement may from time to time be amended, restated, supplemented, reinstated or otherwise modified in accordance with the terms hereof.

"Air Terminal Highway System" shall mean those portions of the Airport designated and made available temporarily or permanently by the Port Authority to the public for general or limited highway use.

"Aircraft Gate Positions" shall have the meaning set forth in Section 18(a).

"Aircraft Operator" shall mean (a) a Person owning one or more aircraft which are not leased or chartered to any other Person for operation, or (b) a Person to whom one or more aircraft are leased or chartered for operation whether the aircraft so owned, leased or chartered are military or non-military, or are used for private business, pleasure or governmental business, or for carrier or non-carrier operations, or for scheduled or non-scheduled operations or otherwise. Said phrase shall not mean the pilot of an aircraft unless he or she

is also the owner or lessee thereof or a Person to whom it is chartered.

"Airline Leasing Plan" shall have the meaning set forth in Section 43(a).

"Airline Sublease" shall have the meaning set forth in Section 43(a).

"Airline Sublessee" shall have the meaning set forth in Section 5(b).

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

"Airport Central Taxi Stack" shall have the meaning set forth in Section 59(b).

"Amsterdam Airport" shall have the meaning set forth in Section 31(a).

"Analyzed Item Increases" shall have the meaning set forth in Section 42(n).

"Analyzed Items" shall have the meaning set forth in Section 42(a).

"Annual Basis" shall mean computations based on an Annual Period, and, in the case of any period that begins on a date other than January 1 or ends on a date other than December 31, prorated over the number of days in such period. Interest rates stated on an Annual Basis shall be adjusted when interest is paid more frequently than annually to achieve the equivalent of a simple annual interest rate and in each instance carried out

to not less than eight decimal places. For instance, if interest is accrued quarterly on a balance, the quarterly equivalent of the annual interest shall be the fourth root of (1 + x) minus one (1) where "x" equals the annual interest rate. By way of example, the quarterly equivalent of the Equity Capital Investment Interest Rate is or percent.

"Annual CPI Percentage Increase" shall mean the percentage increase, if any, derived by subtracting the CPI for the immediately preceding Annual Period from the CPI for the then current Annual Period (the "Current CPI"), dividing the difference by the CPI for the immediately preceding Annual Period and expressing that result as a percentage. The CPI for any given Annual Period shall be (i) for the first Annual Period, the CPI for March 1997 and (ii) for subsequent Annual Periods (or parts thereof) the CPI for the November preceding such Annual Period. In the event that the Consumer Price Index is not available for any specified Month as hereinabove set forth within the time set forth for payment, such index for the latest Month then published shall be used to constitute the Consumer Price Index and such index shall thereafter be adjusted when such index becomes available. In the event of the change of geographic or other material basis or the discontinuance of the publication by the United States Department of Labor of the Consumer Price Index such other appropriate index or indexes shall be substituted as may be agreed by the parties hereto as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said indexes used in the latest adjustment. In the event of the failure of the parties to so agree, the Port Authority may select and use such index or indexes as it deems appropriate, provided, however, that the foregoing shall not preclude the Lessee from contesting the Port Authority's selection. In no event shall any Annual CPI Percentage Increase result in the reduction of any amount payable under this Agreement from one Annual Period to the next.

"Annual Period" shall mean the period from January 1 to December 31 in any given year.

"Annual Subordinated Fundings" shall have the meaning set forth in Section 8(I)(c).

"Any Successor Entity" shall have the meaning set forth in Section 31(b).

"Application for Payment" shall have the meaning set forth in Section 18(m).

"Apron Fuel Facilities" shall mean all fuel facilities exclusively serving the Premises except for hydrant valves, surge suppressors and emergency stop systems originally or hereafter installed by the Port Authority.

"Arbitrators" shall have the meaning set forth in Section 61(b).

"Area 2" shall have the meaning set forth in Section 18.

"Area 2 Construction Advance" and "Area 2 Construction Advance Amount" shall have the meaning set forth in Section 18(j).

"Area 2 Utility Line Construction" shall have the meaning set forth in Section 18(c).

"Area 2 Work" shall have the meaning set forth in Section 18(b).

"Assignee" shall have the meaning set forth in Section 23(a).

"Assignment" shall have the meaning set forth in Section 5(a).

"Assignment of Contracts" means that certain Assignment of Construction Contracts, Plans and Specifications, and Service and Other Contracts, dated as of the date hereof, by and between

the Lessee and the Trustee, as the same may be amended, supplemented, consolidated, replaced, extended, renewed or otherwise modified from time to time.

"Assignment of Leases and Rents" means that certain Assignment of Tenant Leases and Rents, dated as of the date hereof, made by the Lessee in favor of the Trustee, as the same may be amended, supplemented, consolidated, replaced, extended, renewed or otherwise modified from time to time.

"Assignment Notice" shall have the meaning set forth in Section 23(a).

"Authorized Company Representative" shall mean any one or more officers, agents, employees of the Lessee or other individuals, in each case designated from time to time to act on behalf of the Lessee in connection with the Financing Arrangement by a certificate filed with the Port Authority and the Trustee containing the specimen signature of such person(s) and executed by the Lessee, such designation to continue in full force and effect until revoked by the Lessee by certificate to such effect filed with the Port Authority and the Trustee.

"Available Net Cash Flow" shall have the meaning set forth in Section 8(I)(c).

"Average Peak Hourly Passenger Volume" shall have the meaning set forth in Section 76(c).

"Average Peak Waiting Time" shall have the meaning set forth in Section 76(c).

"Base Rental Amount" shall mean an amount with respect to each Annual Period from the Effective Date to the last day of the term of this Agreement which, for the first Annual Period hereunder, shall be in the amount of $10,620,285 and, for each successive Annual Period, shall be in the amount of the Base Rental Amount in effect in the immediately preceding Annual

Period increased by the greater of (i) one-half (½) of the Annual CPI Percentage Increase and (ii) four percent (4%).

"Base Term Expiration Date" shall have the meaning set forth in Section 3(d).

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

"Basic Lease Extension" shall mean an agreement fully and duly executed by the Port Authority and the City of New York which has been fully and duly authorized by the Board of Commissioners of the Port Authority and which has received the approvals as legally required from authorized officials and entities of the City of New York and that (i) (x) supplements and amends the Basic Lease whereby the Basic Lease and the term of the letting thereunder is extended from December 31, 2015 to an expiration date occurring not earlier than the later of (A) December 31, 2025 and (B) the date which would constitute the twenty-fifth (25th) anniversary of the DBO, or (y) constitutes any other transaction, including, without limitation, an agreement of lease, sale or other transfer of the Airport to the Port Authority, whereby the Port Authority would continue as the lessee, owner and/or operator of the Airport and would have the right to assume the obligations, and grant the rights, to the Lessee provided herein, until a date that is no earlier than the later of (A) December 31, 2025 and (B) twenty-five (25) years after the DBO and (ii) does not in any manner deprive the Lessee, the Trustee or the Bondholders of any of their rights, licenses or privileges under this Agreement.

"Basic Lease Extension Adjustment" shall have the meaning set forth in Section 8(I)(f).

"Bid Conditions" shall have the meaning set forth in Exhibit E.

"Bond Fund" shall have the meaning set forth in Section 13 of the Series Resolution.

"Bondholder" or "Bondholders" shall mean and include the registered holder or registered holders, individually and collectively, of the Passenger Terminal Bonds.

"Building Carry" shall have the meaning set forth in Section 8(I)(a).

"Building Carry Rental" shall have the meaning set forth in Section 8(I)(a).

"Building Rental" shall have the meaning set forth in Section 8(I)(a).

"Capacity Deficiency" shall have the meaning set forth in Section 76(b).

"Capped Items" shall have the meaning set forth in Section 18(o).

"Central Terminal Area" or "CTA" shall have the meaning set forth in Section 57(a).

"Change Order" shall have the meaning set forth in Section 18(d).

"Chapel" shall have the meaning set forth in Section 18 (a).

"Chilled Water" shall have the meaning set forth in Section 52(a).

"Circulation Areas" shall have the meaning set forth in Section 18(a).

"City of New York" shall mean the municipal corporation of the State of New York known as the City of New York.

"Civil Aircraft Operator" shall mean a Person engaged in civil transportation by aircraft or otherwise operating aircraft for civilian purposes, whether governmental or private. If any such Person is also engaged in the operation of aircraft for military, naval or air force purposes, he or she shall be deemed to be a Civil Aircraft Operator only to the extent that he or she engages in the operation of aircraft for civilian purposes.

"Code" shall mean the Internal Revenue Code of 1986 and any amendments or successors thereto and any regulations promulgated thereunder.

"Cogeneration Agreement" shall have the meaning set forth in Section 52(a).

"Cogeneration Facility" shall have the meaning set forth in Section 52(a).

"Commissioners of the Port Authority" shall mean the Board of Commissioners of the Port Authority of New York and New Jersey.

"Compact" shall have the meaning set forth in the first paragraph of this Agreement.

"Completion Date" shall have the meaning set forth in Section 18(j).

"Comprehensive Plan" shall have the meaning set forth in Section 18.

"Comprehensive Retail Plan" shall have the meaning set forth in Section 44(b).

"Computerized Recordkeeping Systems" shall have the meaning set forth in Section 60(d).

"Concession" shall mean a single business operation providing goods or services for retail sale under a single trade name or pursuant to a unified theme, at one or more locations in the Concession Areas.

"Concession Areas" shall have the meaning set forth in Section 44(b).

"Condition Survey" shall have the meaning set forth in Section 40(a).

"Condition Survey Contract" shall have the meaning set forth in Section 40(a).

"Condition Survey Contractor" shall have the meaning set forth in Section 40(a).

"Condition Survey Report" shall have the meaning set forth in Section 40(a).

"Consent Agreement" shall have the meaning set forth in Section 5(b).

"Consolidated Counter" shall have the meaning set forth in Section 55(b).

"Construction Application" shall have the meaning set forth in Section 18(d)(xi).

"Construction Fund" shall have the meaning set forth in Section 13 of the Series Resolution.

"Construction Work" shall have the meaning set forth in Section 18(c).

"Consumer Price Index" see CPI.

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"Contingent Obligation" shall have the meaning set forth in Section 8(I)(c).

"Contract" shall have the meaning set forth in Section 18(n).

"Contract Carriers" shall have the meaning set forth in Section 43(a).

"Contract Documents" shall have the meaning set forth in Section 18(d).

"Contractor" shall have the meaning set forth in Exhibit E and in Section 18(d).

"Control Tower" shall have the meaning set forth in Section 78(a).

"Control Tower Space" shall have the meaning set forth in Section 78(a).

"Conversion Date" shall mean the later to occur of the first day of the Quarter following the Quarter in which DBO occurs and the first day of the Quarter following the Quarter in which a Basic Lease Extension is entered into between the Port Authority and the City of New York.

"Cost of the Area 2 Work" shall have the meaning set forth in Section 18(j).

"Costs" shall have the meaning set forth in Section 42(b) and shall refer only to the use of such term in Section 42.

"Costs of the Condition Survey" shall have the meaning set forth in Section 40(a).

"CPI" or "Consumer Price Index" shall mean the Consumer Price Index for all Urban Consumers, New York-Northern New Jersey, Long Island, NY-NJ-CT (All Items unadjusted 1982-84=100),

published by the Bureau of Labor Statistics of the United States Department of Labor.

"CTA" *see* Central Terminal Area.

"CTA Ground Transportation Service" shall have the meaning set forth in Section 57(b).

"CTA Omnibus Service" shall have the meaning set forth in Section 57(b).

"CTA Supplementary Service" shall have the meaning set forth in Section 57(b).

"Current Ground Transportation Staging Area" shall have the meaning set forth in Section 18(s).

"Current Remediation" shall have the meaning set forth in Section 42(b).

"DBO" and "Date of Beneficial Occupancy" shall be the first to occur of the following:

(i) the issuance by the Port Authority of certificates provided for in Section 18 (j)(iii), covering all of the elements designated as required for DBO in Exhibit 1.1.; or

(ii) May 13, 2002.

"Debt Service" shall mean the amount payable with respect to the Passenger Terminal Bonds, including any amounts required to be paid or set aside for any amortization, payment at maturity, redemption (including redemption premium, if any) or retirement of the Passenger Terminal Bonds.

"Debt Service Fund" shall have the meaning set forth in Section 7(c) of the Series Resolution.

"Debt Service Payment Date" shall have the meaning set forth in Section 8(I)(b).

"DEC" and "New York State Department of Environmental Conservation" shall have the meanings set forth in Section 42(h).

"Default Available Cash" shall mean, during any period commencing on the date on which the Trustee gives the Trustee Election Notice to the Port Authority and ending on the date on which the Defaulted Payments and past due Facility Rental shall have been paid in full, all Gross Revenues received or controlled by the Trustee and available for the purpose of paying Defaulted Payments. During any period when the Trustee is required to expend Default Available Cash to cure defaults, it shall use the Default Available Cash to pay the following amounts (without duplication) in the following order of priority:

(i) First: The cost of the cure of any condition of the Premises which would threaten the life, safety or security of any of the tenants, occupants or invitees using the Premises or the operation of the Airport generally.

(ii) Second: Costs, including any such costs which are Permitted O&M Expenses, to keep the Premises open for business.

(iii) Third: on a pari passu basis: (A) The current Permitted O&M Expenses, and any past due Permitted O&M Expenses payable to the Port Authority; and (B) Current and past due Ground Rental and past due Building Rental.

(iv) Fourth: to any other Defaulted Payments due the Port Authority.

(v) Fifth: past due Permitted O&M Expenses not covered by clause (iii) above.

(vii) Sixth: any past due and current Facility Rental.

All remaining Default Available Cash, if any, shall be then available for the payment of Subordinated Fundings.

"Defaulted Payments" shall have the meaning set forth in Section 23(k).

"Deferred Amount" shall have the meaning set forth in Section 8(I)(d).

"Deferred Balance" shall have the meaning set forth in Section 8(I)(d).

"Deferred Balance Rental" shall have the meaning set forth in Section 8(I)(d).

"Deferred Building Rental" shall mean a Proratable Amount equal to per year (applied monthly in equal installments on the Effective Date and on each Monthly Funding Date thereafter) that shall accrue monthly as a Deferred Amount only during the period from the Effective Date until the earlier to occur of (i) DBO or (ii) the day prior to the fourth anniversary of the Effective Date.

"Deferred Compliance" shall have the meaning set forth in Section 25(g).

"Deferred Ground Rental" shall mean a Proratable Amount that shall accrue monthly as a Deferred Amount equal to the Base Rental Amount for each Annual Period applied in equal monthly installments on the Effective Date and on each Monthly Funding Date thereafter only for the period from the Effective Date until the earlier to occur of (i) DBO or (ii) the day prior to the fourth anniversary of the Effective Date.

"Deferred Port Authority Development Savings Refund" shall have the meaning set forth in Section 8(I)(d).

"Deferred Port Authority Transfer Participation" shall have the meaning set forth in Section 31(f).

"Deferred Port Authority Leveraged Leasing Distribution" shall have the meaning set forth in Section 8(I)(g).

"Deferred Second Additional Land Rental" shall have the meaning set forth in Section 8(I)(d).

"Deferred Third Additional Land Rental" shall have the meaning set forth in Section 8(I)(d).

"Design Capacity" shall have the meaning set forth in Section 45.

"Design Development Documents" shall have the meaning set forth in Section 18.

"Designated Affiliate" shall have the meaning set forth in Section 21.

"Designated Entity" shall have the meaning set forth in Section 31(a).

"Development Savings" shall have the meaning set forth in Section 8(I)(d).

"Development Savings Balance" shall have the meaning set forth in Section 8(I)(d).

"Development Savings Base Amount" shall have the meaning set forth in Section 8(I)(d).

"Dewatering Permit" shall have the meaning set forth in Section 42(f).

"Direct or Indirect Owner" shall have the meaning set forth in Section 31(a).

"Direct or Indirect Ownership" shall have the meaning set forth in Section 31(a).

"Directed Non-Compliance" shall have the meaning set forth in Section 14(d).

"Directly or Indirectly Own" shall have the meaning set forth in Section 31(a).

"Dispute Notice" shall have the meaning set forth in Section 61(a).

"Distribution Portion of the Underground Fuel System" shall have the meaning set forth in the General Airport Agreement.

"Economic Interest" shall have the meaning set forth in Section 31(c).

"Effective Date" shall have the meaning set forth in the first paragraph of this Agreement.

"Effective Period" shall have the meaning set forth in Section 78(a).

"Employee Parking" shall mean parking services on the Premises available to employees and tenants of the Lessee, on a monthly or other periodic basis, and not generally available to the traveling public.

"Employee Surface Carrier(s)" shall have the meaning set forth in Section 56(a).

"Employer Identification Number" shall have the meaning set forth in Exhibit E.

"Environmental Authorities" shall have the meaning set forth in Section 42(b).

"Environmental Cost Advance" shall have the meaning set forth in Section 42(b).

"Environmental Costs" shall have the meaning set forth in Section 42(b).

"Environmental Damages" shall mean any one or more of the following: (i) the presence on, about or under the Premises of any Hazardous Substance whether such presence occurred prior to or during the term of this Agreement or resulted from any act or omission of the Lessee or others, and/or (ii) the disposal, discharge, release or threatened release of any Hazardous Substance from the Premises and/or (iii) the presence of any Hazardous Substance on, about or under other property at the Airport as a result of the Lessee's use and occupancy of the Premises or a migration of a Hazardous Substance from the Premises, and/or (iv) any personal injury, including wrongful death, or property damage, arising out of or related to any Hazardous Substance described in (i), (ii) or (iii) above, and/or the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (i), (ii) or (iii) above, the Premises and/or the activities thereon.

"Environmental Dewatering Costs" shall have the meaning set forth in Section 42(b).

"Environmental Dewatering Work" shall have the meaning set forth in Section 42(b).

"Environmental Facility" shall have the meaning set forth in Section 16(j).

"Environmental Productivity Costs" shall have the meaning set forth in Section 42(b).

"Environmental Productivity Work" shall have the meaning set forth in Section 42(b).

"Environmental Requirement" and "Environmental Requirements" shall mean all applicable present and future laws, statutes, enactments, resolutions, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans,

authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, the foregoing to include, without limitation:

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

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

"Environmental Work" shall have the meaning set forth in Section 42(b).

"Equal Employment Opportunity" or "EEO" shall have the meaning set forth in Exhibit E.

"Equity Capital Investment" shall have the meaning set forth in Section 8(I)(d).

"Equity Capital Investment Balance" shall have the meaning set forth in Section 8(I)(d).

"Equity Capital Investment Interest Rate" shall have the meaning set forth in Section 8(I)(d).

"Equity Capital Investment Post-DBO Funds" shall have the meaning set forth in Section 8(I)(d).

"Equity Capital Investment Pre-DBO Funds" shall have the meaning set forth in Section 8(I)(d).

"Event of Default" shall have the meaning set forth in Section 25(a).

"Excess Price" shall have the meaning set forth in Section 57(c).

"Exempt Sublease" shall have the meaning set forth in Section 5(c).

"Exempt Transfer" shall have the meaning set forth in Section 31(b).

"Existing Condition" shall have the meaning set forth in Section 42(b).

"Existing Occupancy Agreements" shall have the meaning set forth in Section 2(g).

"Existing Occupants" shall have the meaning set forth in Section 2(g).

"Expiration Date" shall have the meaning set forth in Section 3(b).

"Extended Mode" shall mean the portion of the Term from the Conversion Date to the end of the Term (not including any Additional Term).

"Extension Date" shall have the meaning set forth in Section 3(d).

"FAA" and "Federal Aviation Administration" shall mean The United States of America acting by and through the Federal Aviation Administration.

"FAA Agreement" shall have the meaning set forth in Section 78(a).

"Facilities Incidental to the Runways, Ramp and Apron Area, Aircraft Parking and Storage Area and Taxiways" shall mean facilities for the purpose of controlling or assisting arrivals, departures and operation of aircraft using the Airport, such as control towers, signals, beacons, wind indicators, flood lights, landing lights, boundary lights, obstruction lights, navigation lights, radio and electronic aids, or other aids to operation, navigation or ground control of aircraft, whether or not of a type hereinbefore enumerated, and even though located at sites away from the other Public Aircraft Facilities or outside the Airport.

"Facility Rental" shall have the meaning set forth in Section 8(I)(b).

"Facility Rental A" shall have the meaning set forth in Section 8(I)(b).

"Facility Rental B" shall have the meaning set forth in Section 8(I)(b).

"Fair Market Value" shall have the meaning set forth in Section 31(f).

"FAR" shall have the meaning set forth in Section 20.

"FAR 107" shall have the meaning set forth in Section 20(a).

"Federal Airport Aid" shall have the meaning set forth in Section 15.

"Federal Aviation Administration" *see* "FAA".

"Federal Inspection Service(s)" or "FIS Service(s)" shall mean agencies of the United States Government which inspect

air passengers and their baggage for immigration, customs, public health and other governmental purposes.

"Federal Inspection Services Premises" or "FIS Premises" shall have the meaning set forth in Section 76(b).

"Fifth Anniversary" shall have the meaning set forth in Section 8(I)(d).

"Final Date" shall have the meaning set forth in Section 18(j).

"Financing Arrangement" shall mean the transaction contemplated and described in Sections 22, 23 and 24 hereof.

"Financing Claims" shall have the meaning set forth in Section 22(e).

"First Additional Land Rental" shall have the meaning set forth in Section 8(I)(d).

"First Monthly Funding Date" shall mean the first day of the Month next following the Month in which the event with respect to which such First Monthly Funding Date occurs, except in the case where such event occurs on the first day of the Month, in which case the First Monthly Funding Date shall be such first day of the Month.

"FIS Facilities" shall have the meaning set forth in Section 45.

"Fixed Period" shall have the meaning set forth in Section 8(I)(e).

"Foreclosure" shall have the meaning set forth in Section 23(a).

"Foreclosure Purchaser" shall have the meaning set forth in Section 23(a).

"Future Assignment" shall have the meaning set forth in Section 23(a).

"Future Project" shall have the meaning set forth in Section 42(d).

"Future Work Remediation" shall have the meaning set forth in Section 42(d).

"Future Work Remediation Supplement" shall have the meaning set forth in Section 42(d).

"General Airport Agreement" shall mean those certain agreements each entitled "John F. Kennedy International Airport Airline Lease" dated as of January 1, 1953 (as the same have been extended, supplemented and amended) between the Port Authority and various airlines and which govern the rights, privilege, duties and obligations of and between the parties thereto with respect to the Airport.

"General Contractor" shall have the meaning set forth in Section 18(d).

"General Counsel" shall mean the person serving as General Counsel of the Port Authority.

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

"GMC" shall have the meaning set forth in Section 18(n).

"Governmental Authority", "Governmental Board" and "Governmental Agency" shall each mean federal, state, municipal

and other governmental authorities, boards and agencies of any state, nation or government, except that they shall not be construed to include The Port Authority of New York and New Jersey, the lessor under this Agreement.

"Governmental Authorizations" shall have the meaning set forth in Section 14(b).

"Gross Proceeds" shall have the meaning set forth in Section 31(f).

"Gross Receipts" shall mean and include all monies paid (cash or credit, and, in case of sales on credit, whether or not payment is actually made) to a Person for sales or services made or rendered at or from the Premises including promotional payments by suppliers (but not including cash and credit card refunds to customers for merchandise returned or meals rejected), regardless of when or where the order therefor is received and outside the Premises, if the order therefor is received at the Premises. Furthermore, Gross Receipts shall mean and include any other revenues of any type arising out of or in connection with a Person's operations at the Premises, including, but not limited to, those revenues of a Person's agents or sublessees arising from any sales or services made or rendered at or from the Premises and outside the Premises, if the order therefor is received at the Premises, provided, however, that Gross Receipts shall not include:

(i) Any sales taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Person; or

(ii) Amounts and credits received in settlement of claims for loss of, or damage to, unsold merchandise; or

(iii) Amounts of gratuities and tips separately stated and collected, recorded and fully remitted to employees; or

(iv) Receipts from the sale or trade-in value of any furniture, fixture or equipment owned by the Person and used on the Premises in the ordinary course of business.

"Gross Revenues" shall mean all income and revenue actually received by the Lessee from any source of any nature or in any manner, including other amounts specifically provided for in this Agreement, excluding amounts received as Leveraged Leasing Revenues, Lessee Unrestricted Funds and any other amounts paid directly by the Lessee to any Designated Affiliate as permitted under this Agreement.

"Ground Carrier Permittees" shall have the meaning set forth in Section 56(b).

"Ground Rental" shall have the meaning set forth in Section 8(I)(a).

"Ground Transportation Operators" shall have the meaning set forth in Section 55(a).

"Guaranty" and "Guaranty by JFK International Air Terminal LC" shall mean the guaranty by JFK International Air Terminal LC to pay Debt Service on the Bonds, when due.

"Handled Airline" shall have the meaning set forth in Section 53(c).

"Handling Permittee" shall have the meaning set forth in Section 62(b).

"Handling Services" shall have the meaning set forth in Section 62(a).

"Hazardous Substance" and "Hazardous Substances" shall mean and include, without limitation, any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, inflammable, explosive or radioactive material, urea formaldehyde

foam insulation, asbestos, polychlorinated biphenyls ("PCBs"), chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and other substances which have been and continue to be or in the future shall be declared to be hazardous or toxic, or the removal of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have been and continue to be or in the future shall be restricted, prohibited, regulated or penalized by any Environmental Requirement.

"Hot Water" shall have the meaning set forth in Section 52(a).

"IAT Percentage" shall have the meaning set forth in Section 31(f).

"IATA Standards" shall mean the technical service standards established from time to time by the International Air Transport Association or the successor thereto.

"Identified Persons" shall have the meaning set forth in Section 68(a).

Immediate Family Member" shall have the meaning set forth in Section 31(c).

"Independent Carriers" shall have the meaning set forth in Section 43(a).

"In-Flight Meals" as used in the air transportation industry and in this Agreement is a word of art and includes food, beverages, snacks, non-reusable supplies, materials, dry goods and all services rendered in connection therewith.

"Initial Deferred Balance" shall have the meaning set forth in Section 8(I)(d).

"Initial Existing Condition" shall have the meaning set forth in Section 42(a).

"Initial Facility Rental Savings Balance" shall have the meaning set forth in Section 8(I)(d).

"Initial Trustee Extension Period" shall have the meaning set forth in Section 23(g).

"Insurance" shall have the meaning set forth in Section 38(I)(f).

"Interim Terminal Operator" shall mean any Person selected by the Trustee and engaged under binding contract with the Trustee to operate and maintain the Premises at the cost and expense of the Trustee as provided in this Agreement, provided, however, any Interim Terminal Operator shall be subject to the prior approval of the Port Authority, such approval not to be unreasonably withheld, conditioned or delayed. In determining whether to issue such approval, the Port Authority shall only consider whether such Person has sufficient experience or personnel with sufficient experience in operating and maintaining airline passenger terminals on a basis consistent with the standards set forth in this Agreement, whether the scope of work of the engagement, including sufficiency of staffing levels, is reasonably appropriate and whether such Person has a reputation for honesty, integrity and reliability.

"It" shall have the meaning set forth in Section 31(d).

"Itinerant Aircraft" shall have the meaning set forth in Section 77(a).

"JFKIAT" shall mean JFK International Air Terminal LC.

"KIAC" shall have the meaning set forth in Section 52(a).

"Law" shall mean all applicable provisions of all (a) constitutions, treaties, statutes, laws (including common law), codes, rules, regulations, ordinances or orders of any Governmental Authority, (b) Governmental Authorizations and (c) orders, decisions, injunctions, judgments, awards and decrees of any Governmental Authority.

"LB JFK" shall have the meaning set forth in Section 31(b).

"LB MM" shall have the meaning set forth in Section 31(b).

"LB Non-MM" shall have the meaning set forth in Section 31(b).

"LCOR" shall have the meaning set forth in Section 31(a).

"LCOR JFK" shall have the meaning set forth in Section 31(b).

"Lease Assignment" shall have the meaning set forth in Section 23(a).

"Lease Extension Supplement" shall have the meaning set forth in Section 3(d).

"Leasehold Mortgage" shall mean the mortgage granted by the Lessee in accordance with the provisions of this Agreement in favor of the Trustee of the Lessee's leasehold interest hereunder.

"Lehman Group" shall have the meaning set forth in Section 60(g).

"Lelystad Interest" shall have the meaning set forth in Section 31(a).

"Lessee" shall mean the Lessee named in the heading of this Agreement and its successors and permitted assigns.

"Lessee Additional Funds" shall mean a Proratable Amount and Contingent Obligation to the Lessee equal to per year from DBO to the fifth anniversary of DBO, provided, however, that in the event the Lessee Additional Funds are not fully funded with respect to any Annual Period due to insufficient Available Cash Flow, the Lessee Additional Funds for the subsequent Annual Period (irrespective of whether such Annual period occurs, in part or in whole, after or prior to such fifth anniversary) shall be increased by the amount of any such unpaid Lessee Additional Funds.

"Lessee Contribution to Port Authority O&M Expense Rental" shall mean a Proratable Amount and Contingent Obligation for payment to the Port Authority equal to per year from the Effective Date to the third anniversary of the Effective Date.

"Lessee Development Savings Funds" shall have the meaning set forth in Section 8(I)(d).

"Lessee Handling Funds" shall mean a Contingent Obligation for each Quarter equal to the Port Authority Handling Fee actually paid for such Quarter.

"Lessee Interest" shall have the meaning set forth in Section 31(f).

"Lessee Residual Funds" shall have the meaning set forth in Section 8(I)(d).

"Lessee Retail Management Funds" shall be a Contingent Obligation for Lessee Unrestricted Funds equal to five percent (5%) applied to the net amount of the Lessee Retail Rentals less rentals and fees received by the Lessee from each Retail Sublessee under an agreement that was assigned to the Lessee on

the Effective Date for a period equal to the stated term of such assigned agreement.

"Lessee Retail Rentals" shall mean all revenues actually received by the Lessee from Retail Sublessees other than revenues related to common area maintenance, utilities, marketing or any pass-through charges.

"Lessee Terminal Management Funds" shall mean a Proratable Amount and Contingent Obligation for Lessee Unrestricted Funds equal to Two Million Five Hundred Thousand Dollars ($2,500,000) per year, adjusted as follows: on the first anniversary of the Effective Date and on the first day of every succeeding anniversary of the Effective Date, the Lessee Terminal Management Funds shall be increased from the amount in the previous year by the Annual CPI Percentage Increase.

"Lessee True-up Penalty Funds" shall have the meaning set forth in Section 8(I)(c).

"Lessee Unrestricted Funds" shall mean funds available in accordance with Section 8(c) of this Agreement to the Lessee for any purpose without restriction.

"Lessee's Act" shall have the meaning set forth in Section 42(a).

"Lessee's Basic Schedules" shall have the meaning set forth in Section 53(b).

"Lessee's Commencement Basic Schedules" shall have the meaning set forth in Section 53(a).

"Lessee's Incremental Costs of the Current Remediation" shall have the meaning set forth in Section 42(b).

"Lessee's Personal Property" shall have the meaning set forth in Section 49.

"Lessee's Rentals Additional Term Acceptance Notice" shall have the meaning set forth in Section 3(d).

"Lessee's Test Results" shall have the meaning set forth in Section 42(a).

"Level Payment Basis" shall mean, with respect to the amortization of an amount at a particular annual interest rate over an amortization period, a basis such that the amount so amortized (together with interest accruing on such amount on an Annual Basis) will be repaid in full over the amortization period in equal installments of both principal and interest.

"Leveraged Leasing Revenues" shall mean any revenues realized from a leveraged leasing transaction involving a leasehold interest of the Premises or any part thereof.

"LIC" shall have the meaning set forth in Section 31(a).

"Light Rail System" or "LRS" shall have the meaning set forth in Section 58.

"Lock Box Period" shall have the meaning set forth in Section 23(a).

"LRS" see Light Rail System.

"LRS Construction Documents" shall have the meaning set forth in Section 18(a).

"LRS Contract" shall have the meaning set forth in Section 18(s).

"LRS Contractor" shall have the meaning set forth in Section 18(s).

"LRS Contractor's Commencement Date" shall have the meaning set forth in Section 18(s).

"LRS Contractor's Work" shall have the meaning set forth in Section 18(s).

"LRS Easement" shall have the meaning set forth in Section 2(f).

"LRS Relocated Utilities" shall have the meaning set forth in Section 18(s).

"LRS Right of Way" shall have the meaning set forth in Section 58(b).

"LRS Work" shall have the meaning set forth in Section 18(s).

"LRS Work Completion Date" shall have the meaning set forth in Section 18(s).

"Major Maintenance and Renewal Fund" shall have the meaning set forth in the Trust Administration Agreement.

"Mark-up" shall have the meaning set forth in Section 18(m).

"Material Part" shall have the meaning set forth in Section 34(a).

"Matter" shall have the meaning set forth in Section 18.

"Meaningful Participation" shall have the meaning set forth in Exhibit E.

"Merged Entity" shall have the meaning set forth in Section 31(f).

"Metro Area" shall have the meaning set forth in Section 44(f).

"Minority" shall have the meaning set forth in Exhibit E.

"Minority Business Enterprise" or MBE shall have the meaning set forth in Exhibit E.

"Mobile Lounge(s)" shall have the meaning set forth in Section 49(b).

"Month" shall mean a calendar month.

"Monthly Funding Date" shall mean the first day of each Month during the Term, provided that references to "the Monthly Funding Date" shall include the First Monthly Funding Date where applicable.

"New Airport Roads and Parking Improvements Work" shall have the meaning set forth in Section 18(b).

"New Completion Date Agreement Supplement" shall have the meaning set forth in Section 42(b).

"New Lease" shall have the meaning set forth in Section 23(h).

"New Lessee" shall have the meaning set forth in Section 23(h).

"New York City Code" shall have the meaning set forth in Section 14(d).

"North American" shall have the meaning set forth in Section 31(c).

"Notice of Default" shall have the meaning set forth in Section 25(a).

"Notice of Intention to Terminate" shall have the meaning set forth in Section 25(b).

"Notice of Termination" shall have the meaning set forth in Section 25(a).

"Occasional Arrivals" shall have the meaning set forth in Section 43(a).

"Off-Premises Roadway Work" shall have the meaning set forth in Section 18(b).

"On-Premises Work" shall have the meaning set forth in Section 18.

"Operations and Maintenance Expense Fund" shall have the meaning set forth in the Trust Administration Agreement.

"Operating Equipment Items" shall have the meaning set forth in Section 49(b).

"OSHA Compliance Costs" shall have the meaning set forth in Section 42(b).

"OSHA Compliance Work" shall have the meaning set forth in Section 42(b).

"Ownership Requirements" shall have the meaning set forth in Section 31(a).

"Packages" shall have the meaning set forth in Section 18(g).

"Participants" shall have the meaning set forth in Section 57(d).

"Passenger Handling Services" shall have the meaning set forth in Section 62(a).

"Passenger Surface Carrier or Carriers" shall have the meaning set forth in Section 56(d).

"Passenger Terminal Bonds" shall mean individually and collectively each series of bonds established and authorized to be issued by the Special Project Bond Series Resolution.

"Passenger Terminal Facility" shall have the meaning set forth in Section 18(a).

"Paying Agent" shall mean the person or entity appointed by the Port Authority to act as "Paying Agent" in connection with the Passenger Terminal Bonds.

"Paying Agent's Agreement" shall mean the separate agreement appointing the Paying Agent and specifying the rights, responsibilities and duties of such appointee in accordance with the Resolutions. The Lessee shall advise the Port Authority of an acceptable bank or trust company which meets the qualifications to act as Paying Agent, as set forth in the Resolutions.

"Peak" and "Off Peak" shall have the meanings set forth in Section 43(a).

"Peak Day(s)" shall have the meaning set forth in Section 76(c).

"Peak Hours Period" shall have the meaning set forth in Section 76(c).

"Percentage Concessionaire" shall mean any Retail Sublessee, Handling Permittee or other Person operating at the Premises obligated to pay fees or other charges to the Lessee based in whole or in part on such Person's Gross Receipts.

"Period of Underutilization" shall have the meaning set forth in Section 53(c).

"Permanent Interest" shall have the meaning set forth in Section 34(a).

"Permitted O&M Expenses" or "Permitted Operating and Maintenance Expenses" shall have the meaning set forth in Exhibit 8.1.

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

"Personal Property Security Interest" shall mean the security interest granted by the Lessee to the Port Authority, and mortgaged and assigned by the Port Authority in favor of the Trustee, in certain items of personal property of the Lessee described therein.

"Port Authority" shall mean the Port Authority of New York and New Jersey and its successors and permitted assigns hereunder.

"Port Authority Assignment of Rents" means that certain Assignment of Rents, dated as of the Effective Date, by and between the Port Authority, as assignor and the Trustee, as assignee, relating to the Trust Indenture and the Trust Estate.

"Port Authority Bond Expenses" shall mean: all fees, costs and expenses incurred by the Port Authority for, relating to or in connection with the activities of the Port Authority relating in any way to the Financing Arrangement incurred from time to time during the Term which shall consist of the following: (1) the fees and disbursements of the Port Authority Law Department, special counsel, if any, retained by the Port Authority and of any other counsel retained by such special counsel on behalf of the Port Authority for their services rendered in connection with the Financing Arrangement, (2) all printing costs and expenses in connection with the Financing Arrangement, (3) all stamp and other taxes, if any, including any interest, penalties, fees, costs and other charges thereon, payable in connection with the Financing Arrangement, (4) all

costs of filing, registering or recording of any instruments, (5) all payments made by the Port Authority to the Trustee, the Paying Agent and the Registrar, if any, in accordance with the Trust Indenture, the Paying Agent's Agreement, the Registrar's Agreement, if any, and the Resolutions, (6) any other direct costs of the Port Authority charged under the Port Authority's accounting practices with respect to the Financing Arrangement, (7) any and all costs, expenses or other charges of the types set forth in items (1) through (6) hereof for and in connection with any modification or amendment, waiver, consent or other action that may be taken affecting the Financing Arrangement, and (8) all costs and expenses attributable to, and any payments to be made to, the United States of America under Section 148(f) of the Code, as such Section and regulations may be applicable to the Passenger Terminal Bonds. The Port Authority shall render an invoice to the Lessee with respect to the foregoing specifying the charges by category and including supporting detail for all expenditures incurred subsequent to the payment provided for in Section 22(d).

"Port Authority Consumer Service Concession Fee" shall mean a Contingent Obligation for payment to the Port Authority equal to twenty percent (20%) of the Lessee Retail Rentals from Retail Sublessees engaged in food and beverage sales at the Premises and fifty percent (50%) of the Lessee Retail Rentals from Retail Sublessees engaged in sales of other items.

"Port Authority Development Savings Distribution" shall have the meaning set forth in Section 8(I)(d).

"Port Authority Development Savings Refund" shall mean a Deferred Amount determined for each Annual Period in 2015 Mode equal to one-half of the sum of any Port Authority Development Savings Distribution in such Annual Period.

"Port Authority Financing Consent and Agreement" means that certain Port Authority Financing Consent and Agreement, dated as of the date hereof, by and among the Lessee, the

Trustee, MBIA Insurance Corporation and the Port Authority and entered into pursuant to Section 23.

"Port Authority Handling Fee" shall mean a Contingent Obligation for payment to the Port Authority equal to the lesser of (a) the amount agreed to by the Port Authority and any Person in respect of handling activities on the Premises and (b) the revenues actually received by the Lessee from such Person in respect of such activities.

"Port Authority Parking Concession Rental" shall mean a Contingent Obligation for payment to the Port Authority of an amount equal to the sum of (x) twenty percent (20%) of the Gross Receipts received by the Lessee, or by any contractor of the Lessee, from a sublessee in respect of Employee Parking on the Premises and (y) with respect to other parking service, as agreed upon between the parties hereto.

"Port Authority Ramp Control Tower Rental" shall mean a Proratable Amount and Contingent Obligation payable to the Port Authority equal to
per year commencing at the Effective Date and continuing until December 31, 2015.

"Port Authority Residual Rental" shall have the meaning set forth in Section 8(I)(d).

"Port Authority Rules and Regulations" shall have the meaning set forth in Section 13(a).

"Port Authority Transfer Participation" shall have the meaning set forth in Section 31(f).

"Port Authority True-up Penalty Distribution" shall have the meaning set forth in Section 8(I)(c).

"Port of New York District" shall have the meaning set forth in Article II of the Compact.

"Post-DBO Period" shall mean the period from DBO through and including the last day of the Term.

"Post-DBO Residual Cash Flow" shall have the meaning set forth in Section 8(I)(d).

"Pre-DBO Period" shall mean the period from the Effective Date through and including the day preceding DBO.

"Pre-DBO Residual Cash Flow" shall have the meaning set forth in Section 8(b).

"Premises" shall have the meaning set forth in Section 2(a).

"Prior Occupancy Agreements"" shall have the meaning set forth in Section 2(g).

"Prior Occupants" shall have the meaning set forth in Section 2(g).

"Priority Level" shall have the meaning set forth in Section 8(I)(c).

"Program Management Plan" shall have the meaning set forth in Section 18(p).

"Program Manager" shall have the meaning set forth in Section 18(d).

"Project" shall mean the buildings, structures and other improvements in connection with a passenger terminal to be located at the John F. Kennedy International Airport and covered by this Agreement, including the equipment permanently affixed thereto or permanently located therein, including, but not limited to, electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems, and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures, and all

paving, drains, culverts, ditches and catch basins, located or to be located or constructed or to be constructed in connection with this Agreement by or on behalf of the Lessee, or necessary or convenient in connection therewith, and any future expansions thereof, the costs of which, including, without limitation, any fees, costs or reserves related to the financing, construction or installation thereof or in connection with the issuance of the Passenger Terminal Bonds, are to be financed through the issuance of the Passenger Terminal Bonds.

"Project Accountants" shall have the meaning set forth in Section 60(j).

"Project Costs" shall mean the costs for or in connection with the Project, including without limitation, all fees, costs or reserves related to the financing, refinancing, construction, installation or future expansion of the Project or in connection with the issuance of the Passenger Terminal Bonds.

"Project Engineer" shall have the meaning set forth in Section 18(d).

"Project Operations" shall mean the operation, servicing, cleaning, security, maintenance, repair and administration of the Premises, the Control Tower Space, Parcel Z (if the same is made available to the Lessee by the Port Authority) and areas adjacent to the Premises for which the Lessee has maintenance or other responsibilities under this Agreement or on any other basis as well as all activities in connection therewith, including, without limitation, site inspections, relations with employees, labor, tenants, any Governmental Authority, the Port Authority or the public, collection and payment of bills, maintenance of accounts, payroll administration, taxes (to the extent provided in I(k) 8.1 of Exhibit 8.1) and administration and negotiation of contracts.

"Proratable Amount" shall mean a rental, fee, charge, payment or funded amount (including deferred amounts and payments) which is fixed over some period of time and, when due

for less than such period of time, shall be treated on a pro rata basis in accordance with Section 8(I)(e).

"Public Aircraft Facilities" shall mean the following facilities, as they may from time to time be provided and maintained by the Port Authority at the Airport for public and common use, including use by Civil Aircraft Operators, for the following purposes and which (except by reason of force majeure as provided in the General Airport Agreement) are usable for such purposes:

(i) Public Aircraft Parking and Storage Area; and

(ii) Public Ramp and Apron Area; and

(iii) Runways; and

(iv) Taxiways; and

(v) Facilities Incidental to the Runways, Ramp and Apron Area, Aircraft Parking and Storage Area and Taxiways.

"Public Aircraft Parking and Storage Space" shall mean areas at the Airport for public and common use for the purpose of parking and storing aircraft, for the purpose of servicing aircraft with fuel and lubricants and other supplies for use thereon, and for the purpose of making minor or emergency repairs to aircraft.

"Public Landing Area" shall mean the area of land at the Airport including Runways, Taxiways and the areas between and adjacent to Runways and Taxiways, designated and made available from time to time by the Port Authority for the landing and taking off of aircraft.

"Public Ramp and Apron Area" shall mean the area adjacent to the Public Landing Area designated and made available from time to time by the Port Authority for common use for the

loading or unloading of passengers or cargo to or from aircraft using the Public Landing Area.

"Purchaser" shall have the meaning set forth in Section 24(h).

"Purchaser's Acquisition Cost Return" shall have the meaning set forth in Section 24(h).

"QF Status" shall have the meaning set forth in Section 52(b).

"Qualified Terminal Operator" shall be any Person selected by the Trustee to be a successor to or assignee of the Lessee under this Agreement, provided, however, any Qualified Terminal Operator shall be subject to the prior approval of the Port Authority, such approval not to be unreasonably withheld, conditioned or delayed. In determining whether to issue such approval, the Port Authority shall only consider whether such Person has: (i) sufficient experience or personnel with sufficient experience in operating and maintaining airline passenger terminals on a basis consistent with the standards set forth in this Agreement, (ii) a reputation for honesty, integrity and reliability and (iii) the financial capability to operate and maintain the Premises on a basis consistent with the standards set forth in this Agreement, with such Person being deemed to have such requisite financial capability if such Person has or is projected to have sufficient capital (or access to capital), whether by virtue of cash on hand, sponsor support commitments, projected revenues, any combination thereof, or otherwise, to meet all of such Person's operations and maintenance expenses and obligations to make rental and other payments to the Port Authority in respect of the Premises for the one (1) year period following the date on which such Person would become a Qualified Terminal Operator; provided that, at the election of the Trustee the ability to pay Facility Rental shall not be taken into account for purposes of this clause (iii).

"Quarter" shall mean, for each Annual Period, the respective periods (i) from January 1 to March 31; (ii) from April 1 to June 30; (iii) from July 1 to September 30; and (iv) from October 1 to December 31.

"Quarterly Funding Date" shall have the meaning set forth in Section 8(I)(c).

"Quarterly Fundings" shall have the meaning set forth in Section 8(I)(c).

"Ramp Services" shall have the meaning set forth in Section 62(a).

"Records" shall have the meaning set forth in Section 60(a).

"Recordkeeping Person" shall have the meaning set forth in Section 60(a).

"Reference Month" shall have the meaning set forth in Section 78(g).

"Registrar" shall mean the person or entity appointed by the Port Authority to act as "Registrar" in connection with the Passenger Terminal Bonds and the term "Registrar's Agreement" shall mean the separate agreement appointing the Registrar and specifying the rights, responsibilities and duties of such appointee in accordance with the Resolutions. The Lessee shall advise the Port Authority of an acceptable bank or trust company which meets the qualifications to act as Registrar, as set forth in the Resolutions.

"Relocation Work" shall have the meaning set forth in Section 18(j).

"Remediation Completion Date" shall have the meaning set forth in Section 42(b).

"Remediation Completion Report" shall have the meaning set forth in Section 42(b).

"Replacement Financing Party" shall have the meaning set forth in Section 23(a).

"Replacement Leasehold Mortgage" shall have the meaning set forth in Section 23(a).

"Report Date" shall have the meaning set forth in Section 40(a).

"Requesting Airline" shall have the meaning set forth in Section 54(a).

"Reserve Amounts" shall mean the amounts required to be deposited pursuant to Sections 6(B)(4), 6(B)(5), 6(B)(6) and 6(B)(7) of Appendix A to the Trust Administration Agreement.

"Reserved Uses" shall have the meaning set forth in Section 44(d).

"Resident Engineer" shall mean the person designated as the Resident Engineer at the Airport by the Chief Engineer of the Port Authority.

"Resolutions" shall mean collectively the Special Project Bond Resolution and the Special Project Bond Series Resolution.

"Retail Sublease" shall have the meaning set forth in Section 44(b).

"Retail Sublessee" shall have the meaning set forth in Section 5(b).

"Revenue Seats Daily Average for the Premises" shall have the meaning set forth in Section 53(a).

"Runways" (including approaches thereto) shall mean the portion of the Airport used for the purpose of the landing and taking off of aircraft.

"Savings" shall have the meaning set forth in Section 18.

"Scheduled Aircraft Operator" shall mean a Civil Aircraft Operator engaged in transportation by aircraft operated wholly or in part on regular flights to and from the Airport in accordance with published schedules; but so long as the Federal Aviation Act of 1958, or any similar federal statute providing for the issuance of Foreign Air Carrier Permits or Certificates of Public Convenience and Necessity or substantially similar permits or certificates, is in effect, no Person shall be deemed to be a Scheduled Aircraft Operator within the meaning of this Agreement unless it also holds such a permit or certificate.

"Scheduled and Commuter Aircraft Operators" shall have the meaning set forth in Section 53(c).

"Schiphol" shall have the meaning set forth in Section 31(a).

"Schiphol Pledge" shall have the meaning set forth in Section 31(d).

"Second Additional Land Rental" shall have the meaning set forth in Section 8(I)(d).

"Second Additional Land Rental Balance" shall have the meaning set forth in Section 8(I)(d).

"Second Extension Period" shall have the meaning set forth in Section 23(f).

"Section 7101 Action" shall have the meaning set forth in Section 25(b).

"Security Documents" shall mean the Trust Indenture, the Trust Administration Agreement, the Leasehold Mortgage, the Personal Property Security Interest, the Assignment of Leases and Rents, the Port Authority Assignment of Rents, the Assignment of Contracts, the Guaranty, the Lease Assignment, and the Port Authority Financing Consent and Agreement (and any and all other instruments, agreements and documents given to secure obligations arising in connection with the Bonds, which are designated as Security Documents therein) each as the same may be amended, supplemented, consolidated, replaced, extended, renewed or otherwise modified from time to time.

"Security Plan" shall have the meaning set forth in Section 20(a).

"Semi-Annual Funding Date" shall have the meaning set forth in Section 8(I)(b).

"Series Resolution" *see* "Special Project Bond Series Resolution."

"Signatory Carriers" shall have the meaning set forth in Section 43(a).

"Site" is the area shown in stipple on Exhibit 18.1 of this Agreement.

"SMS" shall have the meaning set forth in Section 31(a).

"Special Project Bond Rate" shall be a percentage rate equal to 6.224741% applied on an Annual Basis.

"Special Project Bond Resolution" shall mean the resolution of the Port Authority adopted on June 9, 1983, authorizing an issue of Special Project Bonds including any amendments, modifications or supplements thereto.

"Special Project Bonds" shall mean bonds of the issue established by the Special Project Bond Resolution.

"Special Project Bond Series Resolution" or "Series Resolution" shall mean the resolution of the Port Authority adopted on October 17, 1996, establishing and authorizing the issuance of the Passenger Terminal Bonds, including any amendments, modifications or supplements thereto.

"Staging Area" shall have the meaning set forth in Exhibit 18.10.

"Staging Area Termination Date" shall have the meaning set forth in Section 18(c).

"Strategic Transfer" shall have the meaning set forth in Section 31(f).

"Street Prices" or "Street Pricing" shall have the meaning set forth in Section 44(b).

"Sublease" shall mean any sublease, license or other agreement entered into by the Lessee with any party other than the Port Authority for the use or occupancy of, or the providing of services to the public at, the Premises or any part thereof, and "Sublessee" shall mean any such party to a Sublease.

"Sublessee" shall have the meaning set forth above in the definition of "Sublease".

"Submissions" shall have the meaning set forth in Section 57(c).

"Subordinated Debt Service" shall mean a Contingent Obligation in an amount equal to debt service due each Quarter with respect to third-party debt incurred by the Lessee to finance scope changes, costs in excess of GMC, capital improvements after the Completion Date, working capital and other costs of a capital nature; provided, however, that the Lessee

shall not have outstanding an aggregate amount of such debt in any Annual Period in excess of through the year 2005, for the years 2006 through 2015 and $25,000,000 for each Annual Period thereafter without obtaining prior Port Authority approval and provided, further, that, subject to the above limitations, the aggregate amount of debt incurred for working capital shall in no event exceed $5,000,000 as increased annually from the Effective Date at the Annual CPI Percentage Increase. In the event the Subordinated Debt Service is not fully paid due to insufficient Available Net Cash Flow during any Annual Period, the Contingent Obligation for Subordinated Debt Service for the remainder of the Term may be adjusted according to the terms of the third-party financing arrangement.

"Subordinated Funding" shall have the meaning set forth in Section 8(I)(c).

"Subordinated Management Funds" shall mean a Proratable Amount and Contingent Obligation for Lessee Unrestricted Funds equal to per year.

"Subordinated Management Refund" shall mean a Deferred Amount accruing in each Annual Period equal to any Subordinated Management Funds actually made available to the Lessee as Lessee Unrestricted Funds in the period from the Effective Date until DBO.

"Substantial Part" shall have the meaning set forth in Section 78(a).

"Subuse Accountant" shall have the meaning set forth in Section 60(k).

"Summary Basis of Design" shall have the meaning set forth in Section 18.

"SUSA" shall have the meaning set forth in Section 31(a).

"Taking" shall have the meaning set forth in Section 34(b).

"Tax Obligations" shall have the meaning set forth in Section 22(e).

"Taxi Dispatcher" shall have the meaning set forth in Section 59(b).

"Taxi Dispatcher Period" or "TDP" shall have the meaning set forth in Section 59(b).

"Taxilane" shall mean portions of premises at the Airport which are leased to third parties and which are designated for the taxiing of aircraft of Aircraft Operators using such premises or in instances where such taxi lanes are so designated, are for use in common by such Aircraft operators and by Aircraft Operators using premises adjacent thereto.

"Taxiways" shall mean the portion of the Airport used for the purpose of the ground movement of aircraft to, from and between the Runways, the Public Ramp and Apron Area, the Public Aircraft Parking and Storage Area and other portions of the Airport (not including, however, any taxi lanes, the exclusive use of which is granted to the Lessee or any other Person by lease, permit or otherwise).

"10% Owner" shall have the meaning set forth in Section 31(d).

"Tenant Alteration Application" shall have the meaning set forth in Section 19(a).

"Temporary Ground Transportation Staging Area" shall have the meaning set forth in Section 18(s).

"Temporary Interest" shall have the meaning set forth in Section 34(a).

"Term" shall have the meaning set forth in Section 3(a).

"Terminal FIS Premises" shall have the meaning set forth in Section 76(b).

"Terminal Five" shall have the meaning set forth in Section 2(e).

"Terminal Three" shall have the meaning set forth in Section 2(d).

"Terminal Maintenance" shall have the meaning set forth in Section 36(b).

"Testing Deadline" shall have the meaning set forth in Section 42(a).

"Thermal Distribution System" and "TDS" shall have the meaning set forth in Section 52(a).

"Third Additional Land Rental" shall have the meaning set forth in Section 8(I)(d).

"Third Additional Land Rental Balance" shall have the meaning set forth in Section 8(I)(d).

"Third Party" shall have the meaning set forth in Section 31(c).

"Total Revenue Seats" shall have the meaning set forth in Section 53(f).

"Tower Utilities" shall have the meaning set forth in Section 78(a).

"Transfer" shall have the meaning set forth in Section 31(b).

"Trigger Event" shall have the meaning set forth in Section 22(f).

"True-up Date" shall have the meaning set forth in Section 8(I)(c).

"True-up Deduction" shall have the meaning set forth in Section 8(I)(c).

"True-up Fundings" shall have the meaning set forth in Section 8(I)(c).

"Trust Administration Agreement" shall mean the separate agreement between the Trustee and the Lessee, with respect to the use, investment and disposition of the proceeds of, and other actions to be taken in connection with, the Passenger Terminal Bonds.

"Trust Estate" shall have the meaning set forth in the Special Project Bond Series Resolution.

"Trust Indenture" shall mean the separate agreement between the Trustee and the Port Authority specifying the rights, responsibilities and duties of the Trustee and providing for the mortgage, pledge and assignment by the Port Authority of the Trust Estate.

"Trustee" shall mean the single trustee, fiduciary or other representative of the Bondholders appointed by the Port Authority from time to time in conformity with the Resolutions to serve as Trustee under the Trust Indenture. The Trustee shall represent and act for and on behalf of the Bondholders in connection with the Passenger Terminal Bonds, the Leasehold Mortgage, the Personal Property Security Interest, the Trust Indenture, the Trust Administration Agreement and the other Security Documents. The rights of the Trustee in this respect and in all other respects shall be in addition to and not in substitution of any and all rights which would otherwise inure to the Bondholders. Whenever the Trustee takes or purports to take

action of any kind pursuant to or under the Passenger Terminal Bonds, this Agreement, the Trust Indenture, the Trust Administration Agreement, the Resolutions, the Leasehold Mortgage, the Personal Property Security Interest, the Guaranty or any of the other Security Documents, the Port Authority may rely upon the action taken by the Trustee without obtaining evidence of the authority of the Trustee to so act or evidence of consent of the Bondholders. The Lessee shall advise the Port Authority of an acceptable bank or trust company which meets the qualifications to act as Trustee, as set forth in the Resolutions.

"Trustee Election Notice" shall have the meaning set forth in Section 23(g).

"Trustee Extension Notice" shall have the meaning set forth in Section 23(g).

"Trustee Notice" shall have the meaning set forth in Section 23(g).

"2015 Mode" shall mean the portion of the Term from the Effective Date to the earlier of (i) the end of such Term or (ii) the day prior to Conversion Date.

"2015 Mode Port Authority Leveraged Leasing Distribution" shall have the meaning set forth in Section 8(I)(g).

"Unamortized Capital Investment" shall mean the Project Cost plus the principal portion of the Equity Capital Investment as such amount is established as of the Effective Date, less (x) any amounts paid to the Lessee as repayment of the principal portion of the Equity Capital Investment as such amount is established as of the Effective Date and (y) any amounts paid to the holders of the Passenger Terminal Bonds as payments of principal In addition, the Unamortized Capital Investment shall include, if any Passenger Terminal Bonds are redeemed in connection with the payment of same, the costs of redeeming

outstanding Passenger Terminal Bonds including, without limitation, the outstanding aggregate principal balance thereof and any accrued interest and redemption penalties or fees thereon. Notwithstanding any portion of the foregoing definition to the contrary, in no event shall the Unamortized Capital Investment be an amount less than the then outstanding principal portion of the Passenger Terminal Bonds.

"Underground Fuel System" shall have the meaning set forth in Section 4.021 of the General Airport Agreement.

"Utility Charge" shall have the meaning set forth in Section 78(a).

"Utility Restoration" shall have the meaning set forth in Section 35(b).

"Utility Servicing" shall have the meaning set forth in Section 35(b).

"Utility Systems" shall have the meaning set forth in Section 35(b).

"Women-owned Business Enterprise" or "WBE" shall have the meaning set forth in Exhibit E.

Section 2. <u>Letting</u>

(a) The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes the land shown in stipple and stipple diagonal hatching on the sketch and data table marked "Exhibit 2.1 (3 pages)" together with all buildings, structures and other improvements located or to be located or to be constructed therein, thereon or thereunder and the equipment permanently affixed or permanently located therein, such as electrical, plumbing, sprinkler fire protection and fire alarm, heating, steam, sewage, drainage, cooling, refrigerating, telephone and other communications, gas and other systems, and their pipes,

wires, mains, lines, tubes, conduits, equipment and fixtures and all paving, drains, culverts, ditches and catch basins (all of the foregoing, the "Premises"). The Premises shall not include Utility Systems or portions of the Underground Fuel System not exclusively serving the Premises.

(b) The parties acknowledge that the Premises constitute nonresidential real property.

(c) Subject only to the appropriate written concurrence of the tenants or users as set forth below in this paragraph (d), the strip of land lying along and within the westerly boundary line of the Premises as shown in stipple and diagonal hatch and designated Area No. 2 on Exhibit 2.1 (Page 2 of 3), together with the corresponding contiguous strip of land lying along and within the easterly boundary of space forming a part of the areas collectively known as Terminal Three and immediately abutting the westerly side of the Premises (which strip is shown in crosshatch and designated Area No. 1 on Exhibit 2.1 (Page 2 of 3)) shall be subject to a joint and mutual easement for a taxiway to be used jointly by the Lessee and the tenants, occupants and permittees of Terminal Three or by any successors in interest of the Lessee or said Persons or sublessees or other occupants or the Lessee or said Persons or sublessees or other occupants or users who, pursuant to Port Authority permission, may occupy or use the Premises or Terminal Three and such right of easement for such taxiway purposes shall continue during the effective periods of the respective agreements covering or which may cover the same.

(d) Subject only to the appropriate written concurrence of the tenants or users as set forth below in this paragraph (e), the strip of land lying along and within the northerly boundary line of the Premises as shown in stipple and diagonal hatch and designated Area No. 3 on Exhibit 2.1 (Page 2 of 3), together with the corresponding contiguous strip of land lying along and within the southerly boundary of space of Terminal Five and immediately abutting the southerly side of the Premises (which strip is shown in crosshatch and designated Area No. 4) on Exhibit 2.1 (Page 2 of 3) shall be subject to a joint and mutual easement for a

taxiway to be used jointly by the Lessee and tenants and users of Terminal Five or by any successors in interest of either or any of them or other sublessees or others occupants or users who, pursuant to Port Authority permission, may occupy or use the Premises or Terminal Five and such rights of easement for such taxiway purposes shall continue during the effective period of the respective agreements covering the same.

(e) Except to the extent required for the performance of any of the obligations of the Lessee hereunder nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the air space above the Premises in excess of the height elevation limitations described in Exhibit 2.2 "Height Elevation Limitation".

(f) The Port Authority hereby reserves (i) an easement to use the portions of the Premises (shown in crosshatch on Exhibit 2.3 (Page 1 of 7) and shown in bold lines on Exhibit 2.3 (Pages 2 through 7) for the construction, operation and maintenance of a portion of the LRS and the supporting structure of said portion of the LRS (the "LRS Easement").

(g) The Lessee acknowledges that the Premises are occupied by the Persons listed in Exhibit 2.4 (the "Existing Occupants") under the existing leases, permits and operating agreements with the Port Authority as listed in Exhibit 2.4 (the "Existing Occupancy Agreements"). The Port Authority hereby assigns (except to the extent the same cover services or activities the Lessee is unable to provide because it is not the Airport Operator) the Existing Occupancy Agreements to the Lessee as designated in Exhibit 2.4. The parties acknowledge that the occupancy agreements (the "Prior Occupancy Agreements") listed on Exhibit 2.5 were terminated by mutual agreement between the Port Authority and the respective parties (the "Prior Occupants") thereto or otherwise immediately prior to the Effective Date.

(h) The Port Authority and the Lessee each agree that payments invoiced to, due from and received from Existing Occupants and Prior Occupants as rentals or charges for a payment

period under an Existing Occupancy Agreement or a Prior Occupancy Agreement which is both before and after the Effective Date or payments of such rentals, fees and charges reported, or otherwise designated, by an Existing Occupant or a Prior Occupant as covering such period, shall be credited by the recipient to the other party on a pro rata basis, based on the actual amounts due prior to or subsequent to, as the case may be, the Effective Date compared to amounts due for the whole payment period. In computing amounts due under the previous sentence, (i) fixed rentals or other payments for the use of space and gross receipts payments shall be prorated based on the ratio the number of days (x) prior to the Effective Date or (y) after and including the Effective Date, bears in each case to the number of days in the payment period during which the Effective Date occurs and (ii) payments based on airline flight or passenger volume shall be based on the actual experienced volumes on the days of occurrence.

(i) The Premises are let to the Lessee and the Lessee takes the same subject to all the following: (i) easements, restrictions, reservations, covenants and agreements, if any, to which the Premises may be subject, and rights of the public in and to any public street; (ii) rights, if any, of any enterprise, public or private which is engaged in furnishing heating, cooling, lighting, power, telegraph, telephone, steam, or transportation services and of the City and State of New York; (iii) permits, licenses, regulations and restrictions, if any, of the United States, the City of New York or State of New York, or other Governmental Authority.

(j) The Lessee acknowledges that it has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees or agents as to the physical condition of the Premises or the suitability thereof for the operations permitted on the Premises by this Agreement. The Lessee shall take possession of the Premises in the condition they are in as of the Effective Date except as otherwise expressly provided in Section 42 of this Agreement.

Section 3. Term

(a) The term of the letting under this Agreement (the "Term") shall commence on the Effective Date.

(b) Unless sooner terminated, the Term shall expire on the first to occur of (i) the later of (x) December 31, 2025 and (y) the date which is twenty-five (25) years after DBO and(ii) the later of (x) December 30, 2015 and(y) the day prior to the expiration date of any Basic Lease Extension. On any specific date, the Term shall be the period from the Effective Date to the then effective expiration date (the "Expiration Date.")

(c) Nothing in this Agreement shall impose or be deemed to impose any obligation, duty, responsibility or liability whatsoever on the Port Authority to enter into any Basic Lease Extension or to enter into, hold or continue any discussions or negotiations with the City of New York or any other Person with respect thereto or with respect to any extension of the Basic Lease or any agreement of lease, sale or other transfer of the Airport. The Port Authority shall have full, complete and sole right and discretion to discuss, negotiate and enter into or not enter into any agreement with the City of New York for the extension of the term of the Basic Lease or for any agreement of lease, sale or other transfer of the Airport and as to any and all of the terms and conditions of any such extension or other agreement, and neither this Section nor anything contained herein shall or shall be deemed to impair, limit or affect the said right and discretion of the Port Authority. The Lessee hereby expressly understands, acknowledges, agrees and accepts that the Port Authority hereby makes no promises, representations, warranties, assurances, agreements or commitments of any kind whatsoever that it will undertake or enter into any discussions, negotiations, or agreements with the City of New York or any other Person or entity with respect to the extension of the Basic Lease or with respect to any agreement of lease, sale or any other transfer of the Airport.

(d) If at any time pursuant to paragraph (b) above the Expiration Date is scheduled to occur on or after twenty-five (25) years after DBO (the "Base Term Expiration Date") and a Basic Lease Extension is in effect with an expiration date on or after the thirtieth (30th) anniversary of the Date of Beneficial Occupancy, the Lessee shall have the right to request that the Port Authority further extend the Term to a date which would be set forth in a Lease Extension Supplement (as defined below) and which date would be the day immediately preceding the thirtieth (30th) anniversary of the Date of Beneficial Occupancy (such date being called the "Extension Date" and such period being called the "Additional Term"); subject, however to the following additional terms and further conditions (as such terms and conditions may be modified by written agreement between the parties):

(i) The Lessee shall submit such request for the Additional Term in writing to the Port Authority, which written request shall be submitted no earlier than eighteen (18) months prior to the Base Term Expiration Date and no later than twelve (12) months prior to the Base Term Expiration Date.

(ii) The Port Authority shall, after its receipt of the Lessee's written request, determine the amount of any additional rental (the "Additional Term Building Rental") to be payable under the same terms and conditions as the payment of Ground Rental (which shall continue in effect as escalated) and shall send to the Lessee not later than nine (9) months prior to the Base Term Expiration Date a statement setting forth the amount of any such Additional Term Building Rental. Without limiting or impairing any other term or provision of this Agreement, in determining the Additional Term Building Rental, the Port Authority hereby agrees to consider, and to meet with the Lessee to discuss, the appropriate weight to be allowed by the Port Authority to the amounts and type of capital investment, if any, made by the Lessee in the Premises during the five (5) year portion of the Term immediately prior to the Base Term Expiration Date; on condition that, and if and to the extent, the consideration of such capital investment by the Port Authority is

consistent with then existing Port Authority policy, if any, and only if and to the extent such capital investment made by the Lessee, if any, had received the prior written approval of the Port Authority in accordance with this Agreement and is in such amounts and nature to satisfactorily meet then existing Port Authority criteria, if any, for such consideration.

(iii) The Lessee shall not later than six (6) months prior to the Base Term Expiration Date give written notice to the Port Authority of its acceptance or non-acceptance of the said Additional Term Building Rental set forth in the Port Authority's statement; it being expressly understood and agreed that (1) in the event the Lessee's notice states its election to accept said proposed rentals and fees ("Lessee's Rentals Additional Term Acceptance Notice") the Port Authority shall prepare and submit to the Lessee a Lease Extension Supplement (as defined below) setting forth the Extension Date subject to all the terms and conditions herein, and (2) in the event the Lessee's notice states its election not to accept the Port Authority's proposed Additional Term Building Rental, there shall be no Additional Term and the Lessee shall have no further right to request the same, and the Port Authority shall have no further obligation to consider any request of the Lessee for an Additional Term.

(iv) If and only in the event the Lessee gives the Lessee's Additional Term Acceptance Notice to the Port Authority, the Lease Extension Supplement (as defined below) shall be prepared by the Port Authority and sent to the Lessee for execution by it. Such supplement shall be effective as of the day preceding the Base Term Expiration Date and shall include such other additional terms and provisions as the Port Authority may determine appropriate; it being understood that such supplement shall not change the location or size of the Premises, provided, however, that notwithstanding the foregoing such supplement may require the Lessee to pay to the Port Authority the Basic Lease Extension Adjustment. Within thirty (30) days after the Port Authority has sent the said proposed supplement to the Lessee, the Lessee shall have the right (but not the obligation) to execute and return the said proposed supplement to

the Port Authority for its execution and delivery. In the event the Lessee fails so to execute and return the said proposed supplement to the Port Authority then the Port Authority shall have no further obligation with respect to the proposed Additional Term hereunder and there shall be no Additional Term. If the Lessee executes and returns such proposed supplement in a timely fashion, the Port Authority shall execute and deliver such supplement to the Lessee within thirty (30) days thereafter. If the said supplement is fully executed and delivered by both the Port Authority and the Lessee, the same shall be the "Lease Extension Supplement".

(v) Notwithstanding anything to the contrary herein, in no event shall the Lessee have any right to request or receive an Additional Term nor the Port Authority any obligation or liability whatsoever to grant or give such an Additional Term unless (in addition to and without limiting any of the other terms and conditions hereof) immediately prior to the effective date of the Lease Extension Supplement and immediately prior to the date of the Port Authority's execution and delivery of the Lease Extension Supplement (1) this Agreement is in full force and effect and (2) the Port Authority shall not have issued any Notice of Termination pursuant to Section 25 that remains in effect without waiver.

(e) This Agreement including the Lease Extension Supplement, if any, shall at all times be subject and subordinate to any Basic Lease (as the same may be amended, supplemented or extended, including, without limitation, any Basic Lease Extension) and to any and all terms and provisions thereof which affect or may affect the terms and provisions of this Agreement, as this Agreement may be amended, supplemented or extended (including, without limitation, the Lease Extension Supplement). Notwithstanding the foregoing, it is understood and agreed that nothing in this paragraph shall alter or affect or be deemed to have altered or affected the terms and conditions of Section 4 or 8(I)(f) of this Agreement.

(f) It is expressly understood and agreed that the Port Authority shall have no obligation under this Section to make any payment to the Lessee, including, without limitation, any payment of the Unamortized Capital Investment (except as otherwise provided in Section 34 or Section 66), in the event for any reason there is no extension of the Term hereunder beyond the Base Term Expiration Date.

Section 4. Recitals—Effect of Basic Lease—Quiet Enjoyment

(a) The Port Authority makes the following recitals of fact and hereby acknowledges that the Lessee is entering into this Agreement in reliance thereon: (i) The Port Authority is a body corporate and politic, duly created and validly existing under and by virtue of the Compact of April 30, 1921, made by and between the States of New York and New Jersey and thereafter consented to by the Congress of the United States of America; (ii) The Port Authority has all the necessary power and authority under Law, the Basic Lease and otherwise to enter into, perform, enforce and observe the agreements evidenced by this Agreement; (iii) The execution and delivery by the Port Authority of this Agreement and the consummation and performance of the transaction contemplated by this Agreement will not violate any of the provisions of the laws of the States of New York or New Jersey applicable to the Port Authority or violate, or constitute a default under the provisions of, any Law, agreement or other instrument to which the Port Authority is a party or by which the Port Authority is bound.

(b) This Agreement and the letting hereunder shall, in any event, terminate with the termination or expiration of the Basic Lease with the City of New York which covers the Premises, such termination to be effective on such date and to have the same effect as if the term of the letting had on that date expired; provided, however, that in the event of a termination of the Basic Lease in connection with any transaction constituting a Basic Lease Extension, the Term hereunder shall continue in accordance with Section 3. Except as set forth in the foregoing proviso, the rights of the Port Authority in the Premises are those granted to it by the Basic Lease, and no greater rights are

granted or intended to be granted to the Lessee than the Port Authority has power thereunder to grant.

(c) The Port Authority covenants that, during the Term, the Port Authority will not take any action the taking of which, or omit to take any action the failure of which to take, would amount to or have the effect of canceling, surrendering, terminating, modifying or amending the Basic Lease prior to the date specified in the Basic Lease for its expiration insofar as such surrender, cancellation, modification, amendment or termination would in any manner deprive the Lessee of any of its rights, licenses or privileges under this Agreement.

(d) Nothing herein contained shall prevent the Port Authority from entering into an agreement with The City of New York pursuant to which the Basic Lease is surrendered, canceled or terminated provided that The City of New York, at the time of such agreement, assumes the obligations of the Port Authority under this Agreement and that either (i) there are no Passenger Terminal Bonds outstanding or (ii) in the opinion of nationally recognized bond counsel such agreement will not have a material adverse effect on any outstanding Passenger Terminal Bonds.

(e) The Port Authority covenants and agrees that as long as it remains the lessee of the Airport or otherwise has the power to grant the Lessee the rights hereunder, the Lessee, upon paying all rentals and fees hereunder and performing all the covenants, conditions and provisions of this Agreement on its part to be performed, shall and may peacefully and quietly have and enjoy the Premises free of any act or acts of the Port Authority except as expressly agreed upon in this Agreement.

Section 5. <u>Assignment and Sublease</u>

(a) (i) The Lessee shall not directly or indirectly sell, convey, transfer, mortgage, pledge or assign this Agreement or any part hereof, or any rights created hereby (including the right to receive rents, revenues or any other income from the Premises) or the letting hereunder or any part thereof, or enter into any Sublease (any of the foregoing transactions, an "Assignment") except as contemplated under the Financing

Arrangement, without the prior written consent of the Port Authority.

(ii) No Assignment shall be effective if on the proposed effective date thereof (1) an Event of Default shall have occurred and be continuing under this Agreement; (2) this Agreement shall not be in full force and effect; or (3) the Port Authority shall have served a Notice of Termination; unless, in any such case, the Port Authority shall have delivered an express written waiver hereof.

(iii) Any Assignment not made in accordance with the provisions of this Agreement shall be null and void ab initio and of no force or effect, unless the Port Authority shall have delivered an express written waiver of compliance with such provisions.

(iv) No consent granted by the Port Authority pursuant to the provisions hereof shall be deemed (1) to operate as a waiver of the Port Authority's right to review, approve (or disapprove) and consent (or not consent) to any subsequent Assignment, or (2) to release, relieve or discharge the Lessee or any assignee, successor or transferee of the Lessee, or any other person claiming any right, title or interest in this Agreement, from the requirement of obtaining the prior written consent of the Port Authority to any proposed further Assignment; and the Lessee and any assignee, successor or transferee, or any other person claiming any right, title or interest in this Agreement, shall not enter into any Assignment without obtaining the Port Authority's prior written consent.

(v) If, without the prior written consent of the Port Authority, the Lessee makes or attempts to make an Assignment in violation of the provisions of this Section or if the Premises are occupied by any Person other than the Lessee and the Lessee's Sublessees hereunder, the Port Authority may collect rent from any Person who claims a right under this Agreement or who occupies the Premises, and the Port Authority shall apply the net amount collected to the rental hereunder; but no such collection shall be deemed a waiver by the Port Authority of the requirements of this Section, an acceptance by the Port Authority

of any such assignee, subtenant, claimant or occupant as Lessee or Sublessee or a release by the Port Authority of the Lessee from further performance of the covenants contained herein.

(b) (i) Subject to the terms and conditions of this Agreement, the Lessee shall enter into Subleases with (w) Scheduled Aircraft Operators in accordance with Section 43 below (such Persons, "Airline Sublessees"), (x) providers of retail consumer goods and services in accordance with Section 44 below (such Persons, "Retail Sublessees"), (y) the Federal Inspection Service agencies and other governmental agencies and (z) such other Persons for such other purposes as are permitted under this Agreement (any such Person, an "Additional Sublessee", and any such Sublease, an "Additional Sublease").

(ii) Prior to executing any Sublease, the Lessee shall submit the form of such Sublease to the Port Authority for its review and approval, together with the name of the proposed Sublessee and such information and data as the Port Authority may request regarding the nature and scope of the operations to be conducted by the proposed Sublessee under the proposed Sublease, the financial background of the proposed Sublessee and the business background of the proposed Sublessee, and the persons or entities owning or controlling the proposed Sublessee.

(iii) The Port Authority shall review the proposed form of Sublease and the data and information submitted by the Lessee and, upon the determination by the Port Authority that:

(1) the proposed Sublessee has a reputation for honesty, integrity and reliability and is suitable and qualified as a Sublessee hereunder; and

(2) the terms and provisions of the proposed Sublease agreement entered into between the Lessee and the proposed Sublessee are consistent with and in compliance with the terms and provisions of this Agreement;

then, in such event, the Port Authority shall expeditiously prepare and submit to the Lessee for execution by the Lessee and the Sublessee a form of Consent Agreement (the "Consent

Agreement") substantially as set forth in Exhibit 5.1 hereof, and containing such other and additional terms and conditions as the Port Authority may require (provided that no such term or condition shall alter the rates and charges provided in the proposed form of Sublease or disallow any Sublease term provided for in the currently effective Airline Leasing Plan or Comprehensive Retail Plan, as the case may be), under which the Port Authority will set forth its consent to the proposed Sublease. It is expressly understood and agreed that the effectiveness of each Sublease shall be conditioned upon the due execution of a Consent Agreement among the Port Authority, the Lessee and the Sublessee.

(iv) Notwithstanding the provisions of subsection (a) of this Section and subparagraphs (ii) and (iii) of this subsection (b), the prior written consent of the Port Authority shall not be required with respect to any Airline Sublease, Retail Sublease or Additional Sublease meeting all of the following requirements (each such Sublease, an "Exempt Sublease"):

(1) it has an aggregate term, including extensions and renewals provided for in the Sublease, of not more than seven (7) years and, if an Additional Sublease, is terminable on thirty (30) days' notice without cause;

(2) if an Airline Sublease or a Retail Sublease, it is in conformance with the Airline Leasing Plan or the Comprehensive Retail Plan, as the case may be;

(3) if a Retail Sublease, it covers premises constituting not more than twenty-five percent (25%) of the Concession Areas;

(4) if a Retail Sublease, it covers not more than one Concession, unless otherwise already approved in the currently effective Comprehensive Retail Plan;

(5) if a Retail Sublease, the Person which is the Retail Sublessee thereunder, and any Affiliate of such

Person, is not already a Retail Sublessee at the Premises and is not the Lessee or any Affiliate of the Lessee; and

(6) it is in the form of Airline Sublease, Retail Sublease or Additional Sublease, as the case may be, previously approved by the Port Authority.

The Lessee shall deliver to the Port Authority, within five (5) days following the execution of an Exempt Sublease, a true, correct and complete copy thereof.

(v) Notwithstanding the provisions of this Section or any other section of this Agreement, the Port Authority shall be deemed to have consented to, and to have waived any noncompliance with the requirements of this Section, Section 44 and Section 60 by, (x) any Sublease assigned by the Port Authority to the Lessee, except with respect to any changes or modifications (including extensions) thereto entered into after the Effective Date, other than supplements substantially in accordance with any form supplements approved by the Port Authority and (y) any interim Sublease for Scheduled Aircraft Operators the form of which the Port Authority has approved and the term of which is to end on or before the date which is five (5) years after the Effective Date.

(vi) No Sublease shall be changed, modified or extended without the prior written approval of the Port Authority unless such Sublease as changed, modified or extended would qualify as an Exempt Sublease; provided, however, that the Lessee may terminate a Sublease at any time for any or no reason.

(c) The Lessee hereby covenants with respect to each Sublease:

(i) The Lessee shall not enter into any Sublease unless the proposed Sublessee has a reputation for honesty, integrity and reliability and is able to provide the certifications set forth in paragraph (d)(x) below.

(ii) All acts and omissions of a Sublessee with respect to obligations undertaken by the Lessee hereunder shall

be deemed to be acts and omissions of the Lessee under this Agreement and the Lessee shall also be severally responsible therefor, including without limitation the Lessee's obligations of indemnification and repair.

(iii) In the event that any Sublessee shall at any time assert to the Lessee that the Lessee is in default of the Lessee's obligations under a Sublease, the Lessee shall promptly notify the Port Authority, in writing, of the assertion of such claim.

(iv) The Lessee shall enforce the provisions of each Sublease, except that the Lessee shall not be required to enforce such provisions to the extent that it is not commercially reasonable to do so.

(v) Notwithstanding the foregoing, the Port Authority shall have the right, throughout the term of the Sublease, to enforce directly against the Sublessee the obligations of the Sublessee under the Sublease with respect to any part of the Premises if, after ten (10) days' written notice is given to the Lessee by the Port Authority, the Lessee fails to or inadequately proceeds to do so, all of the Port Authority's costs of such enforcement, including without limitation the cost of providing its own legal counsel and/or of outside legal counsel, to be reimbursed to the Port Authority by the Lessee upon demand as additional rent hereunder, constituting Permitted O&M Expenses.

(d) Each Sublease shall contain the following provisions:

(i) The Sublease shall be subject and subordinate to all of the terms, covenants, conditions and provisions of this Agreement and the rights of the Port Authority hereunder.

(ii) The Sublessee shall be bound by and subject to all the terms and provisions of this Agreement as to the Sublessee's occupancy and use of the Premises or portion thereof, and the proposed Sublessee's operations and activities on the Airport, as if it were the Lessee under this Agreement, including without limitation the obligations of the Lessee under this Agreement with respect to law compliance, compliance with Port

Authority Rules and Regulations, the conduct of prohibited activities and operations, rights of entry and non-discrimination.

(iii) The Port Authority shall have the right, throughout the term of the Sublease, as a third-party beneficiary to enforce directly against the Sublessee the obligations of the Sublessee under the Sublease set forth in this Section 5(d), with respect to any part of the Premises.

(iv) The Sublessee shall indemnify and hold harmless the Port Authority and the Trustee, and their Commissioners, directors, officers, employees, agents and representatives, as third party beneficiaries under the Sublease, from and against (and shall reimburse the Port Authority and the Trustee for their respective costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands, (including claims and demands in respect of death, personal injury or property damage)arising out of the use or occupancy of the Premises by the Sublessee, or by others with its consent, or out of any other acts or omissions of the Sublessee, its officers representatives, agents, contractors and employees on the Premises or elsewhere at the Airport and its, guests, contractors and business visitors on the Premises, or out of the acts or omissions of others on the Premises with the Sublessee's consent, including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or through agreement of the Port Authority with the said City of New York. The Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(v) The Sublease shall terminate and expire as to the Sublessee's right thereunder to use and occupy the subleased premises, without notice to the Sublessee, on the day preceding the Expiration Date or earlier termination of this Agreement, or on such earlier date as the Lessee and the Sublessee may agree upon, or on the effective date of any revocation of the Port Authority's consent to the Sublease, if any (any such revocation to be made only in accordance with the respective Consent Agreement, if applicable); provided, however, that no Sublease shall terminate or expire in connection with any assignment or foreclosure of this Lease, or execution of a New Lease, by the Trustee in accordance with Section 23 hereof, notwithstanding any intervening termination or expiration of this Agreement.

(vi) On the termination of this Agreement prior to the Expiration Date, the Sublessee shall attorn to, or shall enter into a direct lease on terms identical to its Sublease with, (x) the Trustee (or any designee of the Trustee), at the Trustee's option, in connection with any assignment or foreclosure of this Agreement, or execution of a New Lease, or (y) the Port Authority, at the Port Authority's option, under other circumstances, for the balance of the unexpired term of the Sublease.

(vii) The Sublessee shall not sub-sublease all or any portion of the premises under the Sublease without the prior written consent of the Port Authority.

(viii) Except for security deposits and any other amounts deposited with the Lessee in connection with the payment of insurance premiums, real property taxes and assessments and other similar charges and expenses, the Sublessee shall not pay rent or other sums payable under the Sublease to the Lessee for more than one month in advance.

(ix) The Sublessee shall be prohibited from performing any activity or services at the Airport for which the Port Authority requires payment of fees to the Port Authority unless the Sublessee pays such fees (including the obtaining of a Port Authority-issued permit if so required).

(x) The Sublessee shall certify that neither the Sublessee nor any officer, director or Affiliate of, or nominal or beneficial owner of a ten percent (10%) or more interest in, the Sublessee:

(1) has ever used a name, trade name or abbreviated name or federal taxpayer identification number other than the ones reported to the Lessee in connection with the Sublease;

(2) has ever been party to an agreement which was terminated by the Port Authority, for any reason, prior to its expiration date (other than any such party with which the Port Authority has subsequently entered into another agreement relating to similar subject matter, and other than IAB tenants as of the date hereof);

(3) is, as of the effective date of the Sublease, in default under any agreement with the Port Authority or has been, within the preceding five years, in default, beyond any applicable grace period, under any agreement with the Port Authority;

(4) has been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to integrity;

(5) has had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on indictment or conviction;

(6) has had any business or professional license suspended or revoked or, within the previous five years, had any single sanction imposed in excess of $50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;

SCHEDULE 7-3(a)

Post-DBO Rent

[see attached]

SCHEDULE 7-3(a)

Calculation and Payment of Post-DBO Rent

Preliminary Matters:

The description and illustration of the Post-DBO Rent set forth in this Schedule 7-3 is based on pro forma information as set forth herein based on the current estimates available to the parties hereto (the "**Rent Pro Forma**"). The Rent Pro Forma makes certain assumptions including (i) square footage of "**Usable Area**" based on the preliminary drawings attached hereto as Annex 7-3, pages 1 through 14; (ii) ATA Permitted O&M Expense amounts and allocations; (iii) passenger counts; and (iv) baggage counts. Upon Phase I DBO, Delta and IAT shall (1) confirm the final actual Usable Area and non-Usable Area, the locations, land areas, and other matters set forth in Annex 7-3, and other base line numbers and percentages used in the Rent Pro Forma and this Schedule 7-3 based on the actual final Terminal 4 facilities at Phase I DBO pursuant to the "as-built" plans completed in connection with the Phase I IAT Project, and (2) utilize the most current information available as of Phase I DBO (including the then current budget for Terminal 4) to update the applicable Tables set forth in this Schedule 7-3. All tables provided herein are to illustrate the rent calculation methodology and actual rents will change from year to year based on actual costs, occupancy, and utilization by both Contract Carriers and Delta. Capitalized terms used but not defined in the body of the Agreement shall have the meanings assigned to such terms in this Schedule 7-3.

Delta shall pay Post-DBO Rent based on the allocation of costs from and occupancy and utilization of both the Original Terminal 4 facilities, as defined below, and the Phase I IAT Project facilities. Post-DBO Rent shall be calculated and paid according to the following:

(1) If the Delta Premises includes fewer than seven (7) Delta Gates located in the portion of Terminal 4 as Terminal 4 existed prior to the Phase I IAT Project (the "**Original Terminal 4**") as of Phase I DBO, the Post-DBO Rent shall be calculated and paid in accordance with the "**Cost Allocation Methodology**" pursuant to the terms of Section V below until the date that the Delta Premises includes seven (7) or more Delta Gates located in Original Terminal 4.

(2) If the Delta Premises includes a total of seven (7) Delta Gates located in Original Terminal 4 at any time from and after Phase I DBO, the Post-DBO Rent shall be calculated and paid in accordance with the "**Percentage Methodology**" pursuant to the terms of Section VI below commencing as of the date that the seventh Delta Gate located in Original Terminal 4 is added to the Delta Premises and continuing until the earlier of (x) the date on which the Delta Premises includes more than seven (7) Delta Gates located in Original Terminal 4 or (y) January 1, 2020, in which cases the provisions of clause (3) below shall apply.

(3) If the Delta Premises includes more than seven (7) Delta Gates located in Original Terminal 4 at any time from and after Phase I DBO, or if the Delta Premises includes at least seven (7) Delta Gates located in Original Terminal 4 on or after

January 1, 2020, the Post-DBO Rent shall be the greater of the rent calculated in accordance with (x) the Cost Allocation Methodology established pursuant to Section V below, or (y) the Percentage Methodology established pursuant to Section VI below; provided that, if at any time the Delta Premises includes sixteen (16) Delta Gates located in Original Terminal 4, then (i) for each Annual Period (or portion thereof) Delta shall receive a credit against the Post-DBO Rent in an amount equal to 100% of the revenues of IAT during such period less (x) the revenues derived under the Concession Subleases during such period, and (y) revenues derived by IAT from the operation and management of the Terminal 3 Site during such period, and (ii) credits or payments for the Terminal 4 Gate Turn Fee and the Terminal 4 Hardstand Use Fee shall no longer be made.

Post-DBO Rent for each Annual Period shall be determined annually in advance in connection with the preparation of the Budget, and reconciled in accordance with Section 7.04. Post-DBO Rent shall be pro-rated for any partial Annual Periods based on a 360 day year as follows: (i) if Phase I DBO does not occur on the first day of an Annual Period, for the Annual Period during which Phase I DBO occurs, and (ii) if the Term ends on a day other than the last day of an Annual Period, for the Annual Period during which the Term ends. If changes to Post-DBO Rent are required during an Annual Period as a result of the addition of Delta Gates pursuant to clauses (1), (2), or (3) above, the applicable Post-DBO Rent for each portion of the applicable Annual Period shall be pro-rated based on a 360 day year. Post-DBO Rent shall be paid in equal monthly installments over the applicable Annual Period, or, if applicable, partial Annual Period.

I. Categories of Costs:

A. Components of "**Fixed Costs**" and assigned definitions:

- "**Ground Rental**" is defined in the Port/IAT Lease.

- "**Capital Charge**" means an amount equal to per annum, which such amount is in lieu of any allocation to Delta of Facility Rental (as such term is defined in the Port/IAT Lease), or any amounts under that certain Supplemental Lease Agreement No. 1 to the Port/IAT Lease that became an Additional Investment pursuant to, and as defined in, that certain Supplemental Lease Agreement No. 2 to the Port/IAT Lease in connection with the completion of Terminal 4.

- "**Additional Capital Charge**" means, initially, an amount equal to Commencing on December 1, 2013 and on the first day of each Annual Period thereafter, an amount shall be added to the then applicable Additional Capital Charge equal to (1) the sum of (i) the preceding Annual Period's Additional Capital Charge plus (ii) the Capital Charge, multiplied by (2) the greater of (x) (y) one-half of any CPI increase (expressed as a percentage) over the prior Annual Period; provided that the Additional Capital Charge will be adjusted, if applicable, upon the final determination of any applicable CPI increase.

- "**Lessee Terminal Management Funds**" is defined in the Port/IAT Lease.

- "**First Additional Land Rental Charge**" means an amount equal to [illegible] per annum, which such amount is in lieu of any allocation to Delta of Series 6 First Additional Land Rental (as such term is defined in the Port/IAT Lease) and shall be included in Post-DBO Rent through December 1, 2025.

- "**Series 8 Bonds Debt Service**" shall mean the actual annual principal, interest and other scheduled annual payments to be made under the Series 8 Bonds but shall not include any optional redemption payments unless made with Delta's consent, or any accelerated redemption payments unless, and then only to the extent, required due to the act or omission of Delta.

- "**Series 8 First Additional Land Rental**" is defined in the Port/IAT Lease.

B. Components of "**Variable Costs**" and assigned definitions:

- "**ATA Direct O&M Expenses**" means the actual costs related to the following categories of ATA Permitted O&M Expenses: (i) Repair & Maintenance, (ii) Outsourced Labor, (iii) Utilities, and (iv) IAT's obligation to fund the Major Maintenance and Renewal Fund, the Operation & Maintenance Reserve Fund and the Capital Improvements Reserve Fund in any Annual Period (each such fund a "**Reserve**" and, collectively, the "**Reserves**").

- "**ATA Indirect O&M Expenses**" means the actual costs related to the following categories of ATA Permitted O&M Expenses: (i) General Administrative, and (ii) Personnel.

- Note that the combination of ATA Direct O&M Expenses and ATA Indirect O&M Expenses is intended to cover all items of ATA Permitted O&M Expenses and the general identified categories above (such as Repair & Maintenance and etc.) will be as per the identified categories in the Budget from time to time.

C. Miscellaneous components that do not follow the allocation methodologies.

- Adjusted Terminal Management Fee.

II. Allocate Fixed and Variable Costs Between Airfield Cost Centers and Terminal Cost Center:

Terminal 4 shall be divided into two major cost centers: The "**Terminal Cost Center**", which shall comprise all building areas on the Terminal 4 Site and the landside terminal access roads and parking facilities and the "**Airfield Cost Center**", which shall comprise the balance of the Terminal 4 Site, including but not limited to the aircraft parking positions, aircraft movement areas, airside circulation roadways, and ground support equipment staging and storage areas on the Terminal 4 Site, all as identified on Annex 7-3, pages 17 and 18.

A. Fixed

- Ground Rental: shall be allocated between the Terminal Cost Center and the Airfield Cost Center based on the relative share of the total acreage of the Terminal 4 Site under the Terminal Cost Center and under the Airfield Cost Center. After completion of the Phase I IAT Project the percentages shall be fixed on the actual acreage. For purposes of this Agreement, the parties estimate that the Terminal Cost Center will occupy approximately 26 acres and the Airfield Cost Center will occupy approximately 138 acres, resulting in a preliminary Ground Rental allocation as follows:

  Airfield Cost Center: 84.0%
  Terminal Cost Center: 16.0%

- The Capital Charge, Additional Capital Charge, First Additional Land Rental Charge, and Lessee Terminal Management Funds shall be allocated between the Terminal Cost Center and the Airfield Cost Center in accordance with the following fixed percentages, which are based on the relative percentage of actual construction costs incurred by IAT for the completion of Original Terminal 4:

  Airfield Cost Center: 14.8%
  Terminal Cost Center: 85.2%

- Series 8 Bonds Debt Service and Series 8 First Additional Land Rental shall be allocated between the Terminal Cost Center and the Airfield Cost Center based on the actual costs of construction of the Phase I IAT Project funded with the Series 8 Bonds. The percentages shall be fixed after Phase I DBO and final closeout of the Phase I IAT Project based on the actual costs of construction of the Phase I IAT Project funded with Series 8 Bonds. As of the date of this Agreement, the percentages are estimated to be as follows:

  Airfield Cost Center: 9.0%
  Terminal Cost Center: 91.0%

B. Variable

- ATA Direct O&M Expenses shall be allocated between the Airfield Cost Center and the Terminal Cost Center based on actual expenditures except for Reserves and Utilities (for example, the types of expenses that would typically be allocable to the Airfield Cost Center would include, among other items, ramp repair, ramp striping, ramp security, snow removal, fod removal, and other expenses of a similar nature customarily allocated to operation and maintenance of an airport ramp position). As of the date of this Agreement, the percentages are estimated to be as follows:

  Airfield Cost Center: 10.0%
  Terminal Cost Center: 90.0%

Post-DBO Rent for each Annual Period shall include an amount equal to the aggregate required funding of Reserves in such Annual Period. If the obligation to fund any Reserve in an Annual Period is due to an increase in budgeted operation and/or maintenance expenses from the prior Annual Period, then a corresponding amount of the required funding of such Reserve shall be allocated in the same manner as ATA Indirect O&M Expenses are allocated to Cost Centers above. If the obligation to fund any Reserve in an Annual Period is due to a permitted draw down on the funds in such Reserve, then a corresponding amount of the required funding of such Reserve (i.e., to replenish such Reserve) shall be allocated to the Cost Center in which the proceeds of the permitted draw down were expended. For illustration purposes, if funds in a particular Reserve were permissibly drawn to fund an expenditure in the Concourse B Expansion Cost Center, then a corresponding amount of the required funding of such Reserve shall be allocated to the Concourse B Expansion Cost Center.

- The Utilities component of the ATA Direct O&M Expenses shall be allocated between the Airfield Cost Center and the Terminal Cost Center based on the following fixed percentages:

Airfield Cost Center:	3.0%
Terminal Cost Center:	97.0%

- ATA Indirect O&M Expenses shall be allocated between the Airfield Cost Center and the Terminal Cost Center in the same aggregate proportion as all ATA Direct O&M Expenses (including Utilities) are allocated to the Airfield Cost Center and the Terminal Cost Center.

The costs allocated above shall be accumulated in each Cost Center and then further allocated in Sub-Cost Centers for purposes of rental rate calculations pursuant to Sections III and IV below.

III. Airfield Sub-Cost Centers, Allocations and Cost Per Aircraft Parking Position

A. The Airfield Cost Center shall be further divided into the sub-cost centers described below and as further identified on Annex 7-3, page 19 (the "**Airfield Sub-Cost Centers**"):

- "**Original Gate Parking Positions**" means the Original Gate Parking Positions adjacent to the 16 Gates in the Original Terminal 4.
- "**Expansion Gate Parking Positions**" means the 9 expansion gate Aircraft Parking Positions to be constructed pursuant to the Phase I Concourse B Expansion.
- Remote Aircraft Parking Positions with Fuel Pits.
- Remote Aircraft Parking Positions – Group V.
- Remote Aircraft Parking Positions – Group IV.

The number and type of parking positions referred to above (collectively referred to as the "**Aircraft Parking Positions**") may change over time. As of Phase I DBO, the parties anticipate the Airfield Sub-Cost Centers, including the numeric breakdown of remote Aircraft Parking Positions will be as shown on Annex 7-3, page 19 and in Table A.

TABLE A
Allocation of Airfield Costs to Terminal 4 Aircraft Parking Positions

Column	1	2	3	4
Airfield Sub-Cost Center	**Current Number of Parking Positions**	**Weighting Factor**	**Allocation Percentage Costs per Parking Position**	**Total Allocation Percentage by Sub-Cost Center**
Original Gate Parking Positions	16	100.00%	2.9412%	47.0588%
Expansion Gate Parking Positions	9	100.00%	2.9412%	26.4706%
Remote Aircraft Parking Positions - With Fuel	3	70.00%	2.0588%	6.1765%
Remote Aircraft Parking Positions - Group V	9	60.00%	1.7647%	15.8824%
Remote Aircraft Parking Positions - Group IV	3	50.00%	1.4706%	4.4118%
Total	40			100.0000%

B. Costs allocated to the Airfield Cost Center in accordance with Section II above shall be further allocated to the Airfield Sub-Cost Centers as provided in the gate weighting schedules set forth in Tables A and B in order to calculate the "**Airfield Sub-Cost Center Requirement**" and the "**Cost Per Aircraft Parking Position**".

TABLE B
Allocation of Airfield Cost to Original Terminal 4 Gates

Column	1	2	3	4
Airfield Sub-Cost Center	**Current Number of Parking Positions**	**Weighting Factor**	**Allocation Percentage Costs per Parking Position**	**Total Allocation Percentage by Sub-Cost Center**
Original Gate Parking Positions	16	100.00%	4.0000%	64.0000%
Remote Aircraft Parking Positions - With Fuel	3	70.00%	2.8000%	8.4000%
Remote Aircraft	9	60.00%	2.4000%	21.6000%

Parking Positions - Group V				
Remote Aircraft Parking Positions - Group IV	3	50.00%	2.0000%	6.0000%
Total	31			100.0000%

1. Ground Rental, ATA Direct O&M Expenses, and ATA Indirect O&M Expenses shall be allocated to the Airfield Sub-Cost Centers in Table C in accordance with the allocation percentages in column 4 of Table A.

2. The Capital Charge, Additional Capital Charge, First Additional Land Rental Charge and Lessee Terminal Management Funds shall be allocated to all of the Airfield Sub-Cost Centers in Table C, except for the Expansion Gate Parking Positions, in accordance with the allocation percentages in column 4 of Table B.

3. The Series 8 Bonds Debt Service and the Series 8 First Additional Land Rental shall be allocated to the Expansion Gate Parking Positions only, as shown in Table C, and shall be divided equally by the number of Expansion Gate Parking Positions (9), all of which have a 100.0% weighting factor.

4. Notwithstanding anything to the contrary contained in this Section III.B.4, all costs and expenses that IAT is permitted to fund from its Capital Improvements Reserve Fund or its Major Maintenance and Renewal Fund (whether or not paid from such funds) related to the repair, rehabilitation or replacement of pavement and any sub-base (if required), to the applicable Port Authority specifications and standards for "replacement" thereof, in the areas shown on Annex 7-3-1 as "Pavement Rehabilitation Area" (both green area and gray diagonal hatched area), "New Asphalt Pavement", "New Concrete Pavement" and "Rehabilitated Pavement", in each case to the extent the same is on the Terminal 4 Site and has not been completed in connection with the Phase I IAT Project (collectively, the "Specified Paving Areas"), including all costs and expenses to Remediate and all costs and expenses that may be required to satisfy Environmental Requirements to excavate, store, dispose, treat or transport any items or materials, including soil and water, containing Hazardous Substances incurred in connection with such repair, rehabilitation or replacement of such pavement and sub-base, to the same extent as would have been required by Delta if such repair, rehabilitation or replacement of such pavement and sub-base were performed and such costs and expenses were incurred as part of the Phase I IAT Project, and regardless of whether IAT is permitted to fund any such costs and expenses to Remediate or to satisfy such Environmental Requirements from its Capital Improvements Reserve Fund or its Major Maintenance and Renewal Fund, shall be allocated to the Expansion Gate Parking Positions Airfield Sub-Cost Center only. Once any such repair, rehabilitation or replacement of all or any portion of the Specified Paving Areas has been performed to the applicable Port Authority specifications and standards for "replacement" thereof, and all related costs and expenses have been paid for by Delta in accordance with the special allocation described in this Section III.B.4, the special allocation described in this Section III.B.4 with

respect to the applicable "replaced" portion of the Specified Paving Areas shall be of no further application to subsequent costs and expenses of repair, rehabilitation or replacement thereof.

5. The costs calculated pursuant to the allocations in Sections III.B.1-4 above shall be summed by Airfield Sub-Cost Center, and divided by the number of Aircraft Parking Positions in each Sub-Cost Center, to determine the Rental Rate Per Aircraft Parking Position as illustrated in Table C below:

TABLE C
Airfield Sub-Cost Cost Requirement and Cost Per Aircraft Parking Position

Column	1	2	3	4	5	6
	Original Gate Parking Positions	**Expansion Gate Parking Positions**	**Remote Aircraft Parking Positions with Fuel Pits**	**Remote Aircraft Parking Positions - Group V**	**Remote Aircraft Parking Positions - Group IV**	**Total**
Ground Rental						
Capital Charge		$-				
Additional Capital Charge		$-				
Lessee Terminal Management Funds		$-				
Series 6 First Additional Land Rental		$-				
ATA Direct O&M Expenses						
ATA Indirect O&M Expenses						
Debt Service on Series 8 Bonds	$-		$-	$-	$-	
Series 8 First Additional Land Rental	$-		$-	$-	$-	
Total Sub-Cost Center Requirement						
Cost/Position						

IV. Terminal Sub-Cost Centers, Allocations and Cost Per Leasable Square Foot:

A. There shall be established the following sub-cost centers within the Terminal Cost Center (the "**Terminal Sub-Cost Centers**"):

- "**Original Headhouse**" means that portion of the Headhouse existing prior to the Phase I Head House Improvements.
- Phase I Headhouse Improvements.
- Concourse A.
- "**Original Concourse B**" means that portion of Concourse B in existence prior to the Phase I Concourse B Expansion, excluding the Concourse B Bus Gate.
- "**Concourse B Bus Gate**" means the Concourse B Bus Gate.
- Phase I Concourse B Expansion.

As of Phase I DBO, the parties anticipate the Terminal Sub-Cost Centers will be as shown on Annex 7-3, page 17.

B. Costs allocated to the Terminal Cost Center in Section II above shall be further allocated to the Terminal Sub-Cost Centers as provided below.

1. Ground Rental shall be allocated to all Terminal Sub-Cost Centers based on the following fixed percentages in column 2 of Table D, which are derived from the respective number of acres occupied by the footprint of the Terminal Sub-Cost Centers (excluding the landside area which will be excluded from the ground rental allocation):

TABLE D
Ground Rent Allocation to Terminal Sub-Cost Centers

Column	**1**	**2**
Terminal Sub-Cost Center	**Acreage**	**Percentage/ Allocation**
Original Headhouse	8.04	50.5660%
Phase I Headhouse Improvements	1.28	8.0503%
Concourse A	1.30	8.1761%
Original Concourse B	2.72	17.1069%
Concourse B Bus Gate	0.11	0.6918%
Phase I Concourse B Expansion	2.45	15.4088%
Total	15.90	100.0000%

2. The Capital Charge, the Additional Capital Charge, the First Additional Land Rental Charge, and the Lessee Terminal Management Funds shall be allocated only to the Terminal Sub-Cost Centers included in Original Terminal 4, based on the fixed percentages in Table E, which are derived from the relative percentage of actual construction costs incurred by IAT for the Terminal Cost Center of Original Terminal 4:

TABLE E
Original Terminal 4 Sub-Cost Centers Allocation Percentages

Terminal Sub-Cost Center	Allocation
Original Headhouse	81.1033%
Concourse A	6.8075%
Original Concourse B	11.6197%
Concourse B Bus Gate	0.4695%
Total	100.0000%

3. Series 8 Bonds Debt Service and Series 8 First Additional Land Rental shall be allocated only to the Phase I Headhouse Improvements and the Phase I Concourse B Expansion Terminal Sub-Cost Centers based on the actual expenditures of Series 8 Bond proceeds for the costs of construction of the Phase I IAT Project. The percentages shall be fixed after Phase I DBO and final closeout of the Phase I IAT Project. As of the date of this Agreement, the percentages are estimated to be as follows:

Phase I Headhouse Improvements: 34.8315%
Phase I Concourse B Expansion: 65.1685%

4. ATA Direct O&M Expenses and ATA Indirect O&M Expenses shall be allocated to all Terminal Sub-Cost Centers based on the Usable Area within the Terminal Sub-Cost Centers, provided that the benefit of the associated O&M expense accrues to the appropriate Terminal Sub-Cost Center, it being understood, for example, that:

(i) Any ATA O&M (Direct or Indirect) Expense that is an item of cost requested by Delta or a Delta Affiliate Carrier using the Delta Space, or incurred with the consent of Delta or a Delta Affiliate Carrier using the Delta Space, and that exclusively benefits

(a) Delta or one or more Delta Affiliate Carriers; and/or
(b) the Delta Space and/or
(c) areas of Terminal 4 that only serve the Delta Space or Delta's operations in the Delta Premises

shall be allocated to the "Delta Space - Exclusive/Preferential" Functional Area in the appropriate Terminal Sub-Cost Center; and

(ii) Any ATA O&M (Direct or Indirect) Expense that is an item of cost requested by a Contract Carrier, or incurred with the consent of a Contract Carrier, and that exclusively benefits

(a) one or more Contract Carriers; and/or
(b) space in Terminal 4 other than the Delta Premises; and/or
(c) areas of Terminal 4 that only serve the space occupied by one or more Contract Carriers or one or more Contract Carrier's operations in Terminal 4

shall be allocated to the "IAT Space - Exclusive/Preferential" Functional Area in the appropriate Terminal Sub-Cost Center.

C. Each Terminal Sub-Cost Center shall be divided into "**Usable Area**" and "**Non-Usable Area**" as shown in Annex 7-3, page 16. Usable Area is further divided into "**Usable Area – Exclusive and Preferential,**" which comprises all interior Usable Area in Terminal 4 used or designed for use on an exclusive or preferential use basis (whether or not actually occupied) including gates, holdrooms, ticket counters/queuing, office space, support space (exclusive), Concession Space, and airline club space, and "**Usable Area – Common,**" which comprises all other interior Usable Area in Terminal 4, including Customs/FIS Space (Headhouse), Customs/Sterile Area (Concourse), Domestic Baggage Claim Space, Baggage Recheck Space, and Checked Baggage Screening Space, all as further shown on Annex 7-3, page 16. "**Non-Usable Area**" comprises all interior space in Terminal 4 other than Usable Area and includes restrooms, security checkpoint, arrivals lobby public areas, mechanical/electrical rooms, public corridors and vertical circulation, common corridors and certain non-exclusive communication rooms.

D. The total of all costs allocated to a Terminal Sub-Cost Center in accordance with Section IV.B, shall be divided by the number of square feet of Usable Area within such Terminal Sub-Cost Center, to determine a cost per square foot of Usable Area. This process is illustrated in Table F in Section V, below.

V. Cost Allocation Methodology for Determining Post-DBO Rent: The "**Cost Allocation Methodology**" shall be calculated in accordance with this Section V, all as further shown on Annex 7-3, page 15.

A. Delta Rent for Aircraft Parking Positions:

For purposes of calculating Delta Rent for the Aircraft Parking Positions included within the Delta Space, the cost for each such Aircraft Parking Position included within the Delta Space, calculated pursuant to Section III above, shall be added for the applicable period and Delta shall pay the sum of said amounts on a monthly basis.

B. Delta Rent for Delta Premises in the Terminal Cost Center:

For purposes of this Section V.B, "**Delta Flights**" means flights operated by Delta or a Delta Affiliate Carrier and "**non-Delta Flights**" means all other flights operating at Terminal 4. "**Delta Passengers**" means passengers of Delta or a Delta Affiliate Carrier. "**International Arrival Passenger**" means a passenger arriving at Terminal 4 who is considered by the United States Customs and Border Protection to be an international passenger entering the United States through the Airport. To calculate Delta Rental for Delta Premises in the Terminal Cost Center, the cost per square foot of Usable Area for each Terminal Sub-Cost Center (calculated in Table F below) shall be multiplied by the number of square feet of Usable Area within each functional area of such Terminal Sub-Cost Center (shown in Table G, below) resulting in the "**Functional Area Requirement**" for each "**Functional Area**" and in the Requirement for each Terminal Sub-Cost Center as shown in Table H. Lastly, costs allocated to each of the Terminal Functional Area in Table H shall be allocated to IAT Carriers and Delta as defined below and summarized in Table I.

TABLE F
Calculation of total cost per square foot of Usable Area for each Terminal Sub-Cost Center

Allocated Costs	Original Headhouse	Phase I Headhouse Improvements	Concourse A	Original Concourse B	Concourse B Bus Gate	Phase I Concourse B Expansion	Total (for verification)
Ground Rental							
Capital Charge		$-				$-	
Additional Capital Charge		$-				$-	
Lessee Terminal Management Funds		$-				$-	
Series 6 First Additional Land Rental		$-				$-	
Debt Service on Series 8 Bonds	$-		$-	$-	$-		
Series 8 First Additional Land Rental	$-		$-	$-	$-		
ATA Direct O&M Expenses							
ATA Indirect O&M Expenses							
Total Sub-Cost Center Requirement							

Allocated Costs	Original Headhouse	Phase I Headhouse Improvements	Concourse A	Original Concourse B	Concourse B Bus Gate	Phase I Concourse B Expansion	Total (for verification)
(Divided by) Usable Area[1]	434,365	57,470	167,046	259,627	7,737	245,087	
Cost Per ft^2 of Usable Area							**N/A**
Series 8 & FALR Cost Per ft^2 of Usable Area	N/A	N/A	N/A	N/A	N/A		N/A
ATA Permitted O&M Expenses Per ft^2 of Usable Area	N/A	N/A	N/A	N/A	N/A		N/A

[1] Square footage is based on drawings attached as Annex 7-3.

TABLE G

Square footage of Usable Area by Functional Areas within the Terminal Sub-Cost Centers

(Each Functional Area is defined below based on the respective areas identified as such on Annex 7-3, page 16)

Column	1	2	3	4	5	6	7
Functional Area	**Original Headhouse**	**Phase I Headhouse Improvements**	**Concourse A**	**Original Concourse B**	**Concourse B Bus Gate**	**Phase I Concourse B Expansion**	**Total Usable Square Footage by Functional Area**
"Delta Space - Exclusive/ Preferential"	17,857	1,690	-	123,715	-	192,843	336,105
"IAT Space – Exclusive/ Preferential"	144,933	505	153,952	85,467	7,737	20,196	412,790
"Customs/FIS Space (Headhouse)"	207,808	11,095	-	-	-	-	218,903
"Customs/Sterile Area (Concourse)"	-	-	13,094	50,445	-	32,048	95,587
"Domestic Baggage Claim Space"	1,296	26,929	-	-	-	-	28,225
"Baggage Recheck Space"	6,324	-	-	-	-	-	6,324
"Checked Baggage Screening Space"	56,147	17,251	-	-	-	-	73,398
Total Usable Area	**434,365**	**57,470**	**167,046**	**259,627**	**7,737**	**245,087**	**1,171,332**

TABLE H
Calculation of Functional Area Requirements by Terminal Sub-Cost Centers

Column	1	2	3	4	5	6	7
Functional Area	**Original Headhouse**	**Phase I Headhouse Improvements**	**Concourse A**	**Original Concourse B**	**Concourse B Bus Gate**	**Phase I Concourse B Expansion**	**Total Functional Area Requirement**
Delta Space - Exclusive/ Preferential			$-		$-		
IAT Space – Exclusive/Preferential							
Customs/FIS Space (Headhouse)			$-	$-	$-	$-	
Customs/Sterile Area (Concourse)	$-	$-			$-		
Domestic Baggage Claim Space Capital			$-	$-	$-	$-	
Domestic Baggage Claim Space O&M			$-	$-	$-	$-	
Baggage Recheck Space		$-	$-	$-	$-	$-	
Checked Baggage Screening Space			$-	$-	$-	$-	
Total Terminal Sub-Cost Center Requirement:							

TABLE I
Delta Share of Terminal Functional Area Requirement for each Terminal Functional Area

Functional Area	Allocation Methodology	Estimated Delta Allocation
Delta Space - Exclusive/ Preferential	Actual Square Feet	Actual Square Feet
Customs/FIS Space (Headhouse)	International Arriving Passengers in FIS Facility	55.0%
Customs/Sterile Area (Original Concourse B)	Usable Area of Occupied Gates/Usable Area of All Gates	67.5%
Customs/Sterile Area (Concourse B Expansion)	Usable Area of Occupied Gates/Usable Area of All Gates	100.0%
Customs/Sterile Area (Concourse A)	Usable Area of Occupied Gates/Usable Area of All Gates	0.0%
Domestic Baggage Claim Space Capital – Original Headhouse	Actual number of bags	95.0%
Domestic Baggage Claim Space Capital – Expansion Headhouse	Delta	100.0%
Domestic Baggage Claim Space O&M	Actual number of bags	95.0%
Baggage Recheck Space	Actual number of bags	95.0%
Checked Baggage Screening Space	Actual number of bags	62.0%

1. Post-DBO Rent for the Delta Space within the Terminal Cost Center (comprising all Delta exclusive and preferential space within the Terminal Cost Center) shall be the sum of the products derived by multiplying the number of square feet of Delta Space within each Terminal Sub-Cost Center (as shown in Table G) by the cost per square foot of Usable Area determined for such Terminal Sub-Cost Center (as shown in Table F). Said product is shown above in column 7 of Table H for the "Delta Space – Exclusive/Preferential". However, Concession Space in the Phase I Concourse B Expansion Area shall be considered IAT Exclusive Space and IAT shall pay the debt service on Series 8 Bonds and Series 8 First Additional Land Rent allocated to that space based on actual concession square footage and Delta shall pay the allocated ATA Permitted O&M Expenses allocated based on actual concession square footage.

2. Delta Rent for Customs/FIS Space (Headhouse) shall be determined, for the applicable period, by multiplying the Customs/FIS (Headhouse) Functional Area Requirement, calculated pursuant to Table H above, by the number of Delta Passengers that are International Arrival Passengers processed through the FIS Facility, divided by

the total number of International Arrival Passengers processed through the FIS Facility during the applicable period.

3. Delta Rent for Customs/Sterile Area (Concourse) shall be the sum of a portion of the costs allocated to the Customs/Sterile Area (Concourse) Functional Area calculated pursuant to Table H for each Terminal Sub-Cost Center included within the Delta Premises determined as follows:

- a portion of the total costs allocated to the Customs/Sterile Area (Concourse) located in the Phase I Concourse B Expansion which shall be calculated based upon the ratio of the square footage of the Usable Area of the Delta Gates located in the Phase I Concourse B Expansion to the total square footage of the Usable Area of all Gates located in the Phase I Concourse B Expansion; plus
- a portion of the total costs allocated to the Customs/Sterile Area (Concourse) located in Original Concourse B which shall be calculated based upon the ratio of the square footage of the Usable Area of the Delta Gates located in Original Concourse B to the total square footage of the Usable Area of all Gates located in Original Concourse B; plus
- a portion of the total costs allocated to the Customs/Sterile Area (Concourse) located in Concourse A which shall be calculated based upon the ratio of the square footage of the Usable Area of the Delta Gates located in Concourse A (if any) to the total square footage of the Usable Area of all Gates located on Concourse A.

4. Delta Rent for the Domestic Baggage Claim Space shall be determined as follows:

- Capital costs of the Original Terminal 4 Area to the Domestic Baggage Claim Space shall be allocated to Delta based on the ratio of bags through the system, as shown in Table I.
- Capital costs of the Terminal 4 Expansion Area to the Domestic Baggage Claim Space shall be allocated 100% to Delta, as shown in Table I.
- ATA Permitted O&M Expenses allocated to the Domestic Baggage Claim Space shall be allocated to Delta based on the ratio of bags through the system, as shown in Table I.

5. Delta Rent for the Baggage Recheck Space shall be a pro rata share of the Baggage Recheck Space Functional Area Requirement for the applicable period, based upon the ratio for the applicable period of the number of bags from Delta Flights that are inducted into the Baggage System at the Baggage Recheck Space to the total number of bags that are inducted into the Baggage System at the Baggage Recheck Space during the applicable period.

6. Delta Rent for the Checked Baggage Screening Space shall be a pro rata share of the Checked Baggage Screening Space Functional Area Requirement for the applicable period, based upon the ratio for the applicable period of the number of bags inducted into the Baggage System from the Terminal 4 ticket lobby for Delta Flights to the total

number of bags inducted into the Baggage System from the Terminal 4 ticket lobby for the applicable period.

C. Delta Additional Rents and Credits:

- Adjusted Terminal Management Fee (100% allocated to Delta without regard to space occupied by Delta at Terminal 4) shall be payable in equal monthly payments based on the applicable Semi-Annual Period for which it is due.

- Delta shall receive a credit against Post-DBO Rent on account of all common area maintenance, expenses and utility charges reimbursable by the Concession Sublessees located in the Phase I Concourse B Expansion.

- Post-DBO Rent shall be adjusted up or down, as applicable, on account of applicable Delta Gate Use Fees and Terminal 4 Hardstand Use Fees to be credited to, or paid by, Delta, as applicable.

- Delta shall receive a credit against Post-DBO Rent on account of all amounts previously paid by Delta which are reimbursed to IAT by any ATA Airline Sublessee.

- Delta's Share of ATA Permitted Remediation Costs shall be included as Additional Rent in accordance with the terms of Section 7.05.

- In calculating Post-DBO Rent, any components of debt service (or payments in-lieu of debt service) used in calculating Post-DBO Rent attributable to any Terminal 4 Project Bonds shall be excluded where the costs of redemption have been paid or reimbursed by Delta directly or indirectly (recognizing that Delta has no obligation to pay or reimburse such amounts).

- From and after the completion of the 2026 Condition Survey report, and implementation of the Approved 2026 Capital Repairs Financing, Delta will receive a semi-annual credit in the amount equal to fifty percent (50%) of Additional Re-lifing Rental for such Semi-Annual Period, but not in excess of seventy-five percent (75%) of the Capital Charge paid during that Semi-Annual Period.

- Delta's Share of the Concourse B Bus Gate Terminal Sub-Cost Center shall be allocated based on Delta's proportionate share of the total number of Delta Passengers using the Concourse B Bus Gate as compared to the total number of passengers at Terminal 4 using the Concourse B Bus Gate.

- If curbside space is allocated exclusively or preferentially for Delta's use, such curbside space shall be allocated as Usable Area.

- The use of the loading dock by Delta shall only be included in the calculation of Delta Rent to the extent Delta's use thereof is greater than de minimis use.

D. Delta Total Rent:

Based on the above cost center allocations and functional area allocations based on occupancy/usage, the Total Post-DBO Rent would be calculated as follows:

Table J
Total Delta Post-DBO Rent

Cost Center/Sub-Cost Center	Delta Allocated Share
Airfield	
Original Headhouse	
Expansion Headhouse	
Concourse A	$-
Original Concourse B	
Concourse B Bus Gate	$-
Concourse B Expansion	
Total Delta Post-DBO Rent	

VI. Methodology Using the Greater of Percentage Methodology or the Allocation Methodology for Determining Post-DBO Rent: The "**Percentage Methodology**" shall be:

A. Follow steps I through IV of the Cost Allocation Methodology, to determine the Requirement for each Terminal Sub-Cost Center and Functional Area within each Terminal Sub-Cost Center, and each Airfield Sub-Cost Center.

B. The "**Original Terminal 4 Airfield Costs**" are all costs allocated to the Airfield Sub-Cost Centers as shown in Table C, except for Debt Service on the Series 8 Bonds and the Series 8 First Additional Land Rental. Calculate the component of Post-DBO Rent allocable to the Original Terminal 4 Airfield Costs as shown in Table K-1 below.

TABLE K-1
Delta Share of Original Terminal 4 Airfield Costs

Airfield Sub-Cost Centers	Requirements (From Table C)	Cost Per Aircraft Parking Position (From Table C)	Delta Occupied Aircraft Parking Positions	Delta Allocable Rent
Original Gate Parking Positions			7	
Expansion Gate Parking Positions (Ground Rental and ATA Permitted O&M only)			9	
Remote Aircraft Parking Positions with Fuel			-	$-
Remote Aircraft Parking Positions Group V			3	
Remote Aircraft Parking Positions Group IV			2	
Total Airfield Costs			**21**	

C. Determine Post-DBO Rent for Delta Premises located in the Terminal Cost Center in accordance with the percentage allocation determined in accordance with the calculations set forth in Section V.B(2) through (6) above. Based on the Delta Rent Pro Forma and the functional area utilization assumptions in Table I above, the Post-DBO Rent of each Terminal Functional Area Requirement for each Terminal Functional Area included in Original Terminal 4 is calculated below. Note that these Terminal Functional Areas may be in more than one Terminal Sub-Cost Center.

D. Based on the Delta Rent Pro Forma, Tables K-2 through K-5 show the calculation of Post-DBO Rent allocable to each Functional Area and within each Terminal Sub-Cost Center included in Original Terminal 4.

TABLE K-2
Delta Share of Original Headhouse Sub-Cost Center Requirement

Functional Area	Sub-Cost Center Requirement From Table H	Delta Share	Delta Rent
Delta Space - Exclusive/ Preferential		Actual Square Footage	
Customs/FIS Space (Headhouse)		55.0%	
Customs/Sterile Area (Concourse)	$0	Concourse A: 0.0% Concourse B: 67.5%	$0
Domestic Baggage Claim Space		95.0%	
Baggage Recheck Space		95.0%	
Checked Baggage Screening Space		62.0%	
Total Original Headhouse			

TABLE K-3
Delta Share of Concourse A Sub-Cost Center Requirement

Functional Area	Sub-Cost Center Requirement From Table H	Delta Share	Delta Rent
Exclusive/Preferential		Actual Square Footage	$0
Customs/FIS Space (Headhouse)	$0	55.0%	$0
Customs/Sterile Area (Concourse)	A: B: $0	Concourse A: 0.0% Concourse B: 67.5%	$0
Domestic Baggage Claim Space	$0	95.0%	$0
Baggage Recheck Space	$0	95.0%	$0
Checked Baggage Screening Space	$0	62.0%	$0
Total Concourse A			**$0**

TABLE K-4
Delta Share of Original Concourse B Sub-Cost Center Requirement

Functional Area	Sub-Cost Center Requirement From Table H	Delta Share	Delta Rent
Exclusive/Preferential		Actual Square Footage	
Customs/FIS Space (Headhouse)	$0	55.0%	$0
Customs/Sterile Area (Concourse)	A: $0 B	Concourse A: 0.0% Concourse B: 67.5%	
Domestic Baggage Claim Space	$0	95.0%	$0
Baggage Recheck Space	$0	95.0%	$0
Checked Baggage Screening Space	$0	62.0%	$0
Total Original Concourse B			

TABLE K-5
Delta Share of Concourse B Bus Gate Sub-Cost Center Requirement

Functional Area	Sub-Cost Center Requirement From Table H	Delta Share	Delta Rent
Exclusive/Preferential		Actual Square Footage	$0
Customs/FIS Space (Headhouse)	$0	55.0%	$0
Customs/Sterile Area (Concourse)	$0	Concourse A: 0.0% Concourse B: 67.5%	$0
Domestic Baggage Claim Space	$0	95.0%	$0
Baggage Recheck Space	$0	95.0%	$0
Checked Baggage Screening Space	$0	62.0%	$0
Total Concourse B Bus Gate			**$0**

E. The "**Original Terminal 4 Requirement**" is the sum of the Requirements for each of the Airfield Sub-Cost Centers and the Terminal Sub-Cost Centers comprising Original Terminal 4, shown as the Total of the "Total Requirement" column in Table K-6 below. Then, express the Delta Rent allocable to Original Terminal 4 as a percentage of the Original Terminal 4 Requirement as shown in Table K-6 below. The aggregate Delta Rent allocable to Original Terminal 4 expressed as a percentage of the Original Terminal 4 Requirement is referred to as the "**Delta Original Terminal 4 Rent Percentage**".

TABLE K-6
Calculation of Delta's Share of Original Terminal 4 Requirements

Cost Center/ Functional Area	Total Requirement	Delta Rent	Delta Rent as % of Total Requirement
Airfield Cost Center (Table I-1)			
Original Headhouse (Table I-3)			
Concourse A (Table I-4)		$0	
Concourse B (Table I-5)			
Bus Gate (Table I-6)		$0	
Totals	**("Original Terminal 4 Requirement")**		**("Delta Original Terminal 4 Rent Percentage")**

F. Compare the Delta Original Terminal 4 Rent Percentage (calculated in Table K-6 above) to Table L below.

TABLE L

Number of Delta Gates located in Original Terminal 4	**Delta's Share of Original Terminal 4 Requirement**
7	40.0%
8	46.7%
9	53.3%
10	60.0%
11	66.7%
12	73.3%
13	80.0%
14	86.7%
15	93.3%
16	100.0%

G. When the Percentage Methodology for calculating Delta Rent applies, adjust the Delta Rent calculated in accordance with the Cost Allocation Methodology as follows: Subtract the Delta Original Terminal 4 Rent Percentage from the applicable percentage shown in Table L.

1. If the result is positive, multiply the Original Terminal 4 Requirement by such percentage and add the result to the Delta Rent calculated in accordance with the Cost Allocation Methodology for the applicable period.

2. If the result is negative, multiply the Original Terminal 4 Requirement by such percentage and subtract the result from the Delta Rent calculated in accordance with the Cost Allocation Methodology for the applicable period.

H. When the greater of the rent established by the Cost Allocation Methodology or the Percentage Methodology applies (excluding in each instance any adjustments made in accordance with Section V.C, above), subtract the Delta Original Terminal 4 Rent Percentage from the applicable percentage shown in Table L. If the result is a negative number, the Delta Rent shall be calculated by the Cost Allocation Methodology for the applicable period. If the result is a positive number, then adjust the Delta Rent calculated in accordance with the Cost Allocation Methodology as stated in Section VI.G.1 immediately above.

Annex 7-3 Functional Areas within the Terminal Sub-Cost Centers

ORIGINAL HEADHOUSE — Level 1

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Arrivals Lobby	55,847			55,847							55,847	-	55,847	55,847
Baggage System				0								-	-	-
Bag Recheck	6,324			6,324						6,324		6,324	-	6,324
Bus Gate				0								-	-	
FIS Sterile Circulation	4,075			4,075			4,075					4,075	-	4,075
FIS	182,915			182,915			182,915					182,915	-	182,915
Chapels				0								-	-	-
Club Space				0								-	-	-
Comm Closet	1,114			1,114							1,114	-	1,114	1,114
Concourse Circulation	6,111			6,111							6,111	-	6,111	6,111
Corridor: Service/Common	9,438			9,438							9,438	-	9,438	9,438
Delta Main Comm Room				0								-	-	-
Domestic Bag Claim	1,296			1,296					1,296			1,296	-	1,296
Gate Holdroom				0									-	-
Mechanical/Electrical	23,604			23,604							23,604	-	23,604	23,604
Operations / Office			11,927	11,927		11,927						11,927	-	11,927
TSA Support	633			633							633		633	633
Retail / Retail Storage			15,340	15,340		15,340						15,340	-	15,340
Security Checkpoint	854			854							854	-	854	854
Ticket Counter / Queuing				0								-	-	-
Toilet	4,967			4,967							4,967	-	4,967	4,967
Total	297,178	0	27,267	324,445	0	27,267	186,990	0	1,296	6,324	102,568	221,877	102,568	324,445

PHASE 1 HEADHOUSE EXPANSION — Level 1

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Arrivals Lobby				0								-	-	-
Baggage System	1,183			1,183						1,183		1,183	-	1,183
Bag Recheck				0								-	-	-
Bus Gate				0									-	-
FIS Sterile Circulation				0								-	-	-
FIS	11,095			11,095			11,095					11,095	-	11,095
Chapels				0										
Club Space				0								-	-	-
Comm Closet	524			524							524	-	524	524
Concourse Circulation				0								-	-	-
Corridor: Service/Common	1,327			1,327							1,327	-	1,327	1,327
Delta Main Comm Room				0								-	-	-
Domestic Bag Claim	26,929			26,929					26,929			26,929	-	26,929
Gate Holdroom				0								-	-	-
Mechanical/Electrical	324			324							324	-	324	324
Operations / Office		505	1,690	2,195	505	1,690						2,195	-	2,195
TSA Support	706			706							706		706	706
Retail / Retail Storage				0								-	-	-
Security Checkpoint	10,367			10,367							10,367	-	10,367	10,367
Ticket Counter / Queuing				0								-	-	-
Toilet				0								-	-	-
Total	52,455	505	1,690	54,650	505	1,690	11,095	0	26,929	1,183	13,248	41,402	13,248	54,650

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

Annex 7-3 Functional Areas within the Terminal Sub-Cost Centers

ORIGINAL HEADHOUSE — Level 2

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Arrivals Lobby				0								-	-	-
Baggage System	20,244			20,244						20,244		20,244	-	20,244
Bag Recheck				0								-	-	-
Bus Gate				0								-	-	-
FIS Sterile Circulation	3,292			3,292			3,292					3,292	-	3,292
FIS	17,526			17,526			17,526					17,526	-	17,526
Chapels				0								-	-	-
Club Space				0								-	-	-
Comm Closet	882			882							882	-	882	882
Concourse Circulation				0									-	-
Corridor: Service/Common	4,278			4,278							4278		4,278	4,278
Delta Main Comm Room				0									-	-
Domestic Bag Claim				0									-	-
Gate Holdroom				0								-	-	-
Mechanical/Electrical	19,687			19,687							19,687	-	19,687	19,687
Operations / Office			2,050	2,050		2,050						2,050	-	2,050
TSA Support	2,837			2,837							2,837		2,837	2,837
Retail / Retail Storage				0								-	-	-
Security Checkpoint				0								-	-	-
Ticket Counter / Queuing				0								-	-	-
Toilet				0								-	-	-
Total	68,746	0	2,050	70,796	0	2,050	20,818	0	0	20,244	27,684	43,112	27,684	70,796

PHASE 1 HEADHOUSE EXPANSION — Level 2

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Arrivals Lobby				0									-	-
Baggage System				0								-	-	-
Bag Recheck				0									-	-
Bus Gate				0								-	-	-
FIS Sterile Circulation				0									-	-
FIS				0								-	-	-
Chapels				0								-	-	-
Club Space				0								-	-	-
Comm Closet				0								-	-	-
Concourse Circulation				0								-	-	-
Corridor: Service/Common				0								-	-	-
Delta Main Comm Room				0								-	-	-
Domestic Bag Claim				0								-	-	-
Gate Holdroom				0								-	-	-
Mechanical/Electrical				0								-	-	-
Operations / Office				0								-	-	-
TSA Support				0								-	-	-
Retail / Retail Storage				0								-	-	-
Security Checkpoint				0								-	-	-
Ticket Counter / Queuing				0								-	-	-
Toilet				0								-	-	-
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

Annex 7-3 Functional Areas within the Terminal Sub-Cost Centers

ORIGINAL HEADHOUSE — Level 3

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Arrivals Lobby				0								-	-	-
Baggage System	32,656			32,656						32,656		32,656	-	32,656
Bag Recheck				0								-	-	-
Bus Gate				0									-	-
FIS Sterile Circulation				0								-	-	
FIS				0								-	-	
Chapels				0								-	-	
Club Space				0								-	-	-
Comm Closet	3,183			3,183							3,183		3,183	3,183
Concourse Circulation	52,554			52,554							52,554	-	52,554	52,554
Corridor: Service/Common	22,751			22,751							22,751		22,751	22,751
Delta Main Comm Room				0								-	-	-
Domestic Bag Claim				0									-	-
Gate Holdroom				0									-	-
Mechanical/Electrical	43,844			43,844							43,844		43,844	43,844
Operations / Office			1,713	1,713		1,713						1,713	-	1,713
TSA Support	2,662			2,662							2,662		2,662	2,662
Retail / Retail Storage			61,578	61,578		61,578						61,578	-	61,578
Security Checkpoint				0								-	-	-
Ticket Counter / Queuing				0								-	-	-
Toilet	5,238			5,238							5,238		5,238	5,238
Total	162,888	0	63,291	226,179	0	63,291	0	0	0	32,656	130,232	95,947	130,232	226,179

PHASE 1 HEADHOUSE EXPANSION — Level 3

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Arrivals Lobby				0								-	-	-
Baggage System	16,068			16,068						16,068		16,068	-	16,068
Bag Recheck				0								-		-
Bus Gate				0										-
FIS Sterile Circulation				0								-		
FIS				0								-	-	
Chapels				0								-	-	-
Club Space				0								-	-	-
Comm Closet				0								-	-	-
Concourse Circulation				0								-	-	-
Corridor: Service/Common	6,439			6,439							6,439	-	6,439	6,439
Delta Main Comm Room				0								-	-	-
Domestic Bag Claim				0								-	-	-
Gate Holdroom				0								-	-	-
Mechanical/Electrical	7,590			7,590							7,590	-	7,590	7,590
Operations / Office				0								-	-	-
TSA Support	3,231			3,231							3,231	-	3,231	3,231
Retail / Retail Storage				0										-
Security Checkpoint				0								-	-	-
Ticket Counter / Queuing				0								-	-	
Toilet				0								-	-	-
Total	33,328	0	0	33,328	0	0	0	0	0	16,068	17,260	16,068	17,260	33,328

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

Annex 7-3 Functional Areas within the Terminal Sub-Cost Centers

ORIGINAL HEADHOUSE — Level 4

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Check In Hall	82,852			82,852							82,852	-	82,852	82,852
Baggage System	3,247			3,247						3,247		3,247	-	3,247
Bag Recheck				0								-	-	-
Bus Gate				0								-	-	-
FIS Sterile Circulation				0								-		-
FIS				0									-	-
Chapels	5,686			5,686							5,686		5,686	5,686
Club Space		4,512	18,254	22,766	4,512	18,254						22,766	-	22,766
Comm Closet	528			528							528	-	528	528
Concourse Circulation	24,428			24,428							24,428	-	24,428	24,428
Corridor: Service/Common	2,521			2,521							2,521	-	2,521	2,521
Delta Main Comm Room				0								-	-	-
Domestic Bag Claim				0								-	-	-
Gate Holdroom				0								-	-	-
Mechanical/Electrical	945			945							945	-	945	945
Operations / Office		315	1,107	1,422	315	1,107						1,422	-	1,422
TSA Support	2,187			2,187							2,187	-	2,187	2,187
Retail / Retail Storage			5,075	5,075		5,075						5,075	-	5,075
Security Checkpoint	16,648			16,648							16,648	-	16,648	16,648
Ticket Counter / Queuing		13,030	27,889	40,919	13,030	27,889						40,919	-	40,919
Toilet	946			946							946	-	946	946
Total	139,988	17,857	52,325	210,170	17,857	52,325	0	0	0	3,247	136,741	73,429	136,741	210,170

PHASE 1 HEADHOUSE EXPANSION — Level 4

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Arrivals Lobby				0								-	-	-
Baggage System				0								-	-	-
Bag Recheck				0								-		-
Bus Gate				0								-	-	-
FIS Sterile Circulation				0								-	-	-
FIS				0								-	-	-
Chapels				0								-	-	-
Club Space				0										
Comm Closet				0								-	-	
Concourse Circulation				0								-		-
Corridor: Service/Common	779			779							779	-	-	779
Delta Main Comm Room				0								-		-
Domestic Bag Claim				0									-	
Gate Holdroom				0									-	
Mechanical/Electrical				0									-	
Operations / Office				0									-	
TSA Support				0								-	-	-
Retail / Retail Storage				0								-	-	-
Security Checkpoint	18,984			18,984							18,984		18,984	- - - -
Ticket Counter / Queuing				0										
Toilet				0								-	-	-
Total	19,763	0	0	19,763	0	0	0	0	0	0	19,763	0	19,763	19,763

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

Annex 7-3 Functional Areas within the Terminal Sub-Cost Centers

ORIGINAL CONCOURSE A — Level 1

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Check In Hall				0								-	-	
Baggage System			20,447	20,447		20,447						20,447	-	20,447
Bag Recheck				0								-		-
Bus Gate				0									-	-
FIS Sterile Circulation				0								-		-
FIS				0										-
Chapels				0								-	-	
Club Space				0								-	-	-
Comm Closet				0								-	-	-
Concourse Circulation				0								-	-	-
Corridor: Service/Common	2,215			2,215							2,215	-	2,215	2,215
Delta Main Comm Room				0								-	-	-
Domestic Bag Claim				0								-	-	
Gate Holdroom				0										-
Mechanical/Electrical	7,777			7,777							7,777	-	7,777	7,777
Operations / Office			23,785	23,785		23,785						23,785	-	23,785
TSA Support				0								-	-	
Retail / Retail Storage				0									-	-
Security Checkpoint				0								-	-	-
Ticket Counter / Queuing				0									-	-
Toilet				0								-	-	-
Total	9,992	0	44,232	54,224	0	44,232	0	0	0	0	9,992	44,232	9,992	54,224

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

ORIGINAL CONCOURSE A — Level 2

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Check In Hall				0								-	-	-
Baggage System			7,447	7,447		7,447						7,447	-	7,447
Bag Recheck				0								-	-	-
Bus Gate				0								-	-	-
FIS Sterile Circulation	13,094			13,094				13,094				13,094	-	13,094
TIS				0								-	-	
Chapels				0								-	-	-
Club Space				0								-	-	-
Comm Closet			739	739		739						739	-	739
Concourse Circulation				0								-	-	-
Corridor: Service/Common	3,501			3,501							3,501	-	3,501	3,501
Delta Main Comm Room				0								-	-	-
Domestic Bag Claim				0								-	-	-
Gate Holdroom			4,333	4,333		4,333						4,333	-	4,333
Mechanical/Electrical	8,268			8,268							8,268	-	8,268	8,268
Operations / Office			19,434	19,434		19,434						19,434	-	19,434
TSA Support				0								-	-	-
Retail / Retail Storage				0								-	-	
Security Checkpoint				0								-	-	
Ticket Counter / Queuing				0								-	-	-
Toilet			418	418		418						418	-	418
Total	24,863	0	32,371	57,234	0	32,371	0	13,094	0	0	11,769	45,465	11,769	57,234

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

Annex 7-3 Functional Areas within the Terminal Sub-Cost Centers

ORIGINAL CONCOURSE A — Level 3

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Check In Hall				0								-	-	-
Baggage System				0								-	-	-
Bag Recheck				0										-
Bus Gate				0								-	-	-
FIS Sterile Circulation				0								-	-	-
FIS				0								-	-	-
Chapels				0								-		
Club Space				0								-	-	-
Carrier Closet				0								-	-	-
Concourse Circulation	24,537			24,537							24,537	-	24,537	24,537
Corridor: Service/Common	1,656			1,656							1,656	-	1,656	1,656
Delta Main Comm Room				0								-	-	-
Domestic Bag Claim				0								-	-	-
Gate Holdroom			34,777	34,777		34,777						34,777	-	34,777
Mechanical/Electrical	132			132							132	-	132	132
Operations / Office				0								-	-	-
TSA Support	874			874							874	-	874	874
Retail / Retail Storage			6,013	6,013		6,013						6,013	-	6,013
Security Checkpoint				0								-	-	-
Ticket Counter / Queuing				0								-	-	-
Toilet	1,354			1,354							1,354	-	1,354	1,354
Total	28,553	0	40,790	69,343	0	40,790	0	0	0	0	28,553	40,790	28,553	69,343

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

Annex 7-3 Functional Areas within the Terminal Sub-Cost Centers

ORIGINAL CONCOURSE A — Level 4

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Check In Hall				0								-	-	-
Baggage System				0								-	-	-
Bag Recheck				0								-		-
Bus Gate				0								-	-	-
FIS Sterile Circulation				0								-		-
FIS				0									-	-
Chapels				0								-		
Club Space			20,691	20,691		20,691						20,691		20,691
Comm Closet			176	176		176						176	-	176
Concourse Circulation				0								-	-	-
Corridor: Service/Common	6,950			6,950							6,950	-	6,950	6,950
Delta Main Comm Room				0								-	-	-
Domestic Bag Claim				0								-	-	-
Gate Holdroom				0								-	-	-
Mechanical/Electrical	4,232			4,232							4,232	-	4,232	4,232
Operations / Office			15,692	15,692		15,692						15,692	-	15,692
TSA Support				0								-	-	-
Retail / Retail Storage				0									-	-
Security Checkpoint				0									-	-
Ticket Counter / Queuing				0									-	-
Toilet				0								-	-	-
Total	11,182	0	36,559	47,741	0	36,559	0	0	0	0	11,182	36,559	11,182	47,741

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

Annex 7-3 Functional Areas within the Terminal Sub-Cost Centers

ORIGINAL CONCOURSE B — Level 1

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Check In Hall				0								-	-	-
Baggage System		58,880	16,607	75,487	58,880	16,607						75,487	-	75,487
Bag Recheck				0								-	-	-
Bus Gate			4,360	4,360		4,360						4,360	-	4,360
FIS Sterile Circulation				0								-	-	-
FIS	15,555			15,555			15,555					15,555	-	15,555
Chapels				0								-	-	-
Club Space				0								-	-	-
Comm Closet				0								-		-
Concourse Circulation				0								-	-	-
Corridor: Service/Common	715			715							715	-	715	715
Delta Main Comm Room				0								-	-	-
Domestic Bag Claim				0								-	-	
Gate Holdroom				0								-	-	-
Mechanical/Electrical	17,062			17,062							17,062	-	17,062	17,062
Operations / Office		2,405		2,405	2,405							2,405		2,405
TSA Support				0								-	-	
Retail / Retail Storage			540	540		540						540		540
Security Checkpoint				0								-	-	-
Ticket Counter / Queuing				0								-	-	-
Toilet		2,510		2,510	2,510							2,510	-	2,510
Total	33,332	63,795	21,507	118,634	63,795	21,507	15,555	0	0	0	17,777	100,857	17,777	118,634

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

ORIGINAL CONCOURSE B Level 2

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Check In Hall				0								-	-	-
Baggage System				0								-	-	-
Bag Recheck				0								-	-	-
Bus Gate				0								-	-	-
FIS Sterile Circulation	30,865			30,865				30,865				30,865	-	30,865
FIS	4,025			4,025			4,025					4,025	-	4,025
Chapels				0								-	-	-
Club Space				0								-	-	-
Comm Closet	275	285	2,010	2,570	285	2,010					275	2,295	275	2,570
Concourse Circulation				0								-	-	-
Corridor: Service/Common	7,885			7,885							7,885	-	7,885	7,885
Delta Main Comm Room		3,010		3,010	3,010							3,010	-	3,010
Domestic Bag Claim				0								-	-	-
Gate Holdroom		7,070	3,030	10,100	7,070	3,030						10,100		10,100
Mechanical/Electrical	18,857			18,857							18,857	-	18,857	18,857
Operations / Office		13,263	26,625	39,888	13,263	26,625						39,888	-	39,888
TSA Support				0								-		-
Retail / Retail Storage				0									-	-
Security Checkpoint				0									-	-
Ticket Counter / Queuing				0									-	-
Toilet				0								-		
Total	61,907	23,628	31,665	117,200	23,628	31,665	4,025	30,865	0	0	27,017	90,183	27,017	117,200

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

ORIGINAL CONCOURSE B — Level 3

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Check In Hall				0								-	-	
Baggage System				0								-	-	
Bag Recheck				0									-	-
Bus Gate			3,377	3,377		3,377						3,377		3,377
FIS Sterile Circulation				0								-	-	-
FIS				0								-	-	
Chapels				0								-	-	-
Club Space				0								-	-	-
Comm Closet	246			246							246	-	246	246
Concourse Circulation	53,546			53,546							53,546	-	53,546	53,546
Corridor: Service/Common	5,537			5,537							5,537	-	5,537	5,537
Delta Main Comm Room				0								-		-
Domestic Bag Claim				0									-	-
Gate Holdroom		38,802	18,707	57,509	38,802	18,707						57,509	-	57,509
Mechanical/Electrical	2,037			2,037							2,037	-	2,037	2,037
Operations / Office				0								-	-	-
TSA Support				0								-	-	-
Retail / Retail Storage			15,438	15,438		15,438						15,438	-	15,438
Security Checkpoint				0								-	-	-
Ticket Counter / Queuing				0								-	-	-
Toilet	2,514			2,514							2,514	-	2,514	2,514
Total	63,880	38,802	37,522	140,204	38,802	37,522	0	0	0	0	63,880	76,324	63,880	140,204

EXPANDED CONCOURSE B — Level 3

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Check In Hall				0								-	-	-
Baggage System				0								-		
Bag Recheck				0								-	-	-
Bus Gate				0								-	-	-
FIS Sterile Circulation				0								-	-	
FIS				0									-	-
Chapels				0								-	-	
Club Space				0									-	-
Comm Closet				0								-		-
Concourse Circulation				0								-		-
Corridor: Service/Common	2,140			2,140							2,140	-	2,140	2,140
Delta Main Comm Room				0								-		-
Domestic Bag Claim				0								-	-	-
Gate Holdroom				0								-		-
Mechanical/Electrical				0								-	-	-
Operations / Office				0								-		-
TSA Support				0								-		-
Retail / Retail Storage				0									-	
Security Checkpoint				0									-	-
Ticket Counter / Queuing				0								-		-
Toilet				0								-		-
Total	2,140	0	0	2,140	0	0	0	0	0	0	2,140	0	2,140	2,140

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

PHASE I CONCOURSE B EXPANSION Level 1

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Check In Hall				0								-	-	-
Baggage System				0								-	-	-
Bag Recheck				0										
Bus Gate				0									-	
FIS Sterile Circulation				0								-	-	-
FIS				0								-	-	-
Chapels				0								-	-	-
Club Space				0								-	-	-
Comm Closet				0									-	-
Concourse Circulation				0								-		-
Corridor: Service/Common	7,481			7,481							7,481		7,481	7,481
Delta Main Comm Room				0								-	-	-
Domestic Bag Claim				0									-	-
Gate Holdroom				0									-	
Mechanical/Electrical	13,756			13,756							13,756		13,756	13,756
Operations / Office		57,933		57,933	57,933							57,933	-	57,933
TSA Support				0									-	-
Retail / Retail Storage			4,005	4,005		4,005						4,005	-	4,005
Security Checkpoint				0								-	-	-
Ticket Counter / Queuing				0								-	-	
Toilet		5,521		5,521	5,521							5,521	-	5,521
Total	21,237	63,454	4,005	88,696	63,454	4,005	0	0	0	0	21,237	67,459	21,237	88,696

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

Annex 7-3 Functional Areas within the Terminal Sub-Cost Centers

PHASE I CONCOURSE B EXPANSION Level 2

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Check In Hall				0								-	-	-
Baggage System				0								-	-	-
Bag Recheck				0								-	-	-
Bus Gate				0								-	-	-
FIS Sterile Circulation	32,048			32,048				32,048				32,048	-	32,048
FIS				0								-	-	-
Chapels				0								-	-	-
Club Space				0								-	-	-
Comm Closet	1,367			1,367							1,367	-	1,367	1,367
Concourse Circulation				0								-	-	-
Corridor - Service/Common	2,331			2,331							2,331	-	2,331	2,331
Delta Main Comm Room				0								-	-	-
Domestic Bag Claim				0								-	-	-
Gate Holdroom		6,641		6,641	6,641							6,641	-	6,641
Mechanical/Electrical	24,807			24,807							24,807	-	24,807	24,807
Operations / Office		34,778		34,778	34,778							34,778	-	34,778
TSA Support				0								-	-	-
Retail / Retail Storage				0								-	-	-
Security Checkpoint				0								-	-	-
Ticket Counter / Queuing				0								-	-	-
Toilet		3,291		3,291	3,291							3,291	-	3,291
Total	60,553	44,710	0	105,263	44,710	0	0	32,048	0	0	28,505	76,758	28,505	105,263

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

PHASE I CONCOURSE B EXPANSION Level 3

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Check In Hall				0								-		-
Baggage System				0									-	-
Bag Recheck				0								-	-	-
Bus Gate				0								-	-	-
FIS Sterile Circulation				0										-
FIS				0								-		
Chapels				0								-		
Club Space		942		942	942							942	-	942
Comm Closet				0								-	-	-
Concourse Circulation	37,627			37,627							37,627	-	37,627	37,627
Corridor: Service/Common	4,579			4,579							4,579	-	4,579	4,579
Delta Main Comm Room				0								-	-	-
Domestic Bag Claim				0								-	-	-
Gate Holdroom		55,804		55,804	55,804							55,804	-	55,804
Mechanical/Electrical				0								-	-	-
Operations / Office		4,257		4,257	4,257							4,257	-	4,257
TSA Support				0								-	-	-
Retail / Retail Storage			16,191	16,191		16,191						16,191	-	16,191
Security Checkpoint				0								-	-	-
Ticket Counter / Queuing				0								-	-	-
Toilet	5,936			5,936							5,936		5,936	5,936
Total	48,142	61,003	16,191	125,336	61,003	16,191	0	0	0	0	48,142	77,194	48,142	125,336

PHASE I CONCOURSE B EXPANSION Level 4

Program	Common	Delta	IAT	Total	Usable Exclusive Preferential: Delta Space - Exclusive / Preferential	Usable Exclusive Preferential: IAT Space - Exclusive / Preferential	Usable Common: Customs / FIS Space (Headhouse)	Usable Common: Customs / Sterile Area (Concourse)	Usable Common: Domestic Baggage Claim Space	Usable Common: Checked Baggage Screening Space	Non-Usable: All Other than Usable	Totals: Usable	Totals: Non-Usable	Totals: Total
Check In Hall				0								-		-
Baggage System				0								-	-	-
Bag Recheck				0									-	-
Bus Gate				0								-	-	-
FIS Sterile Circulation				0								-		-
FIS				0								-	-	-
Chapels				0								-	-	-
Club Space		22,612		22,612	22,612							22,612	-	22,612
Comm Closet	238			238							238	-	238	238
Concourse Circulation				0								-		-
Corridor: Service/Common	2,492			2,492							2,492	-	2,492	2,492
Delta Main Comm Room				0								-	-	-
Domestic Bag Claim				0								-	-	-
Gate Holdroom				0								-	-	-
Mechanical/Electrical	1,942			1,942							1,942	-	1,943	1,942
Operations / Office				0								-		
TSA Support				0								-		
Retail / Retail Storage				0									-	-
Security Checkpoint				0								-	-	-
Ticket Counter / Queuing				0								-	-	-
Toilet		1,064		1,064	1,064							1,064	-	1,064
Total	4,672	23,676	0	28,348	23,676	0	0	0	0	0	4,672	23,676	4,672	28,348

EXMEPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

SCHEDULE 7-3(b)

Terminal 4 Gate Use Fee/Terminal 4 Hardstand Use Fee

[see attached]

SCHEDULE 7-3(b)

Calculation of Terminal 4 Gate Use Fee and Terminal 4 Hardstand Use Fee

Preliminary Matters:

The calculations of the Terminal 4 Gate Use Fee and the Terminal 4 Hardstand Use Fee as defined in this Schedule 7-3(b) make reference to certain information, tables, and definitions set forth in Schedule 7-3(a) (Calculation and Payment of Post-DBO Delta Rent) which are based on current estimates available to the parties, subject to adjustment upon Phase I DBO as described in Schedule 7-3(a). Capitalized terms used but not defined in the body of the Agreement shall have the meanings assigned to such terms in Schedule 7-3(a) or this Schedule 7-3(b), as applicable.

I. Calculation of "Terminal 4 Gate Use Fee":

A. Determine the Terminal 4 Gate Use Fee as follows:

(i) Multiply the calculated Cost per Square Foot of Useable Area for the Concourse A, Original Concourse B, Concourse B Bus Gate, and Phase 1 Concourse B Expansion Terminal Sub-Cost Centers, as determined in Table F of Schedule 7-3(a), by the holdroom square footage in each respective Terminal Sub-Cost Center as shown on Annex 7-3 of Schedule 7-3(a) pages 15 and 16 to determine the "**Gate Holdroom Costs**".

(ii) Add from Table C of Schedule 7-3(a), the Total Sub-Cost Center Requirement for the Original Gate Parking Positions and the Expansion Gate Parking Positions.

(iii) Divide the total costs in subsections A(i) and A(ii) above by the total number of Original Gate Parking Positions and Expansion Gate Parking Positions (assumed to be 25 after Phase I DBO) and further divide the resulting quotient by 360 to obtain the "**Daily Gate Cost Allocation**". The Daily Gate Cost Allocation will be divided by the Average Turn Number (defined below) resulting in the "**Terminal 4 Gate Use Fee**", all as illustrated in the table below:

	Concourse A	Original Concourse B	Concourse B Bus Gate	Phase I Concourse B Expansion	Total
Cost Per Square Foot of Usable Area (Table F)					
Gate Holdroom Sqft.	39,110	67,609	3,377	62,445	172,541
Total Holdroom Costs					
Gate Requirement (Table C)					
Total Holdroom and Gate Costs					
Total Terminal 4 Gates					25
Average Annual Cost/Gate					

	Concourse A	Original Concourse B	Concourse B Bus Gate	Phase I Concourse B Expansion	Total
Daily Gate Cost Allocation (360 days)					
Average Turn Number					
Terminal 4 Gate Use Fee					

B. As part of the budgeting process, the upcoming Annual Period's Terminal 4 Gate Use Fee will be established by determining the average number of turns (rounded to the nearest tenth) per day per gate during the just-ending fiscal year (annualizing any partial year periods that a gate was in service), resulting in the "Average Turn Number". The Terminal 4 Gate Use Fee for the upcoming Annual Period will be established by dividing the Daily Gate Cost Allocation by the Average Turn Number.

C. Where applicable, the Terminal 4 Gate Use Fee will be paid or credited, as the case may be, for each Turn. A "Turn" means the arrival and departure of an aircraft, excluding returns to ramp not involving a change of load. Notwithstanding the foregoing, one-half (1/2) of the Terminal 4 Gate Use Fee will be paid or credited, as the case may be, for aircraft diversions using a Delta Gate or IAT Gate as appropriate that do not involve the deplanement of passengers or a change of load.

II. Calculation of "Terminal 4 Hardstand Use Fee":

A. Add from Table C of Schedule 7-3(a), the Total Sub-Cost Center Requirement for the three (3) Remote Aircraft Parking Position Sub-Cost Centers set forth in columns 3, 4 and 5 thereof.

B Divide the total from Section II.A above by the number of remote Aircraft Parking Positions (presently 10), and further divide the quotient by 360 days per year to result in the "**Daily Cost Per Hardstand Position**". The Daily Cost Per Hardstand Position shall be further divided by 24 hours to obtain the "**Hourly Hardstand Cost Allocation**", as shown in the table below:

Calculation of Terminal 4 Hourly Hardstand Cost Allocation

Remote Aircraft Parking Positions w/ Fuel Pits	
Remote Aircraft Parking Positions Group V	
Remote Aircraft Parking Positions Group IV	
Total Hardstand Parking Positions Requirements	
Terminal 4 Aircraft Parking Positions	
Daily Cost Per Hardstand Position	
Hourly Hardstand Cost Allocation	

C. The "**Terminal 4 Hardstand Use Fee**" will be determined by multiplying the Hourly Hardstand Cost Allocation by the number of hours (counting any partial hour as a complete hour) of each use of a Hardstand Position subject to the Terminal 4 Hardstand Use Fee pursuant to the terms of the Agreement.

SCHEDULE 7-4

Adjusted Terminal Management Fees

[see attached]

SCHEDULE 7-4

Definition of "Adjusted Terminal Management Fee"

For purposes of this Schedule 7-4 only, capitalized terms not otherwise defined herein shall have the meaning set forth in the JFK IAT Member LLC Agreement (defined below), and the following terms shall have the following meanings:

"**Alternative Annual Period**" means a twelve-month period (or portion thereof) during the term of the Port/IAT Lease beginning on December 1 and ending on November 30, the first such period which commenced on the JFK IAT Effective Date.

"**Base Fee**" means the amount for any Semi-Annual Period that would be payable to IAT for such period (or portion thereof), regardless of whether there is sufficient Available Net Cash Flow to pay such amount, pursuant to Section 8(I)(c)(2) of the Port/IAT Lease as a Subordinated Funding (as such term is defined in the Port/IAT Lease) in respect of ninety percent (90%) of the Lessee Terminal Management Funds (as such term is defined in the Port/IAT Lease).

"**Existing Terminal 4 Square Footage**" means 1,536,730 square feet.

"**JFK IAT Member LLC Agreement**" means that certain Second Amended and Restated Limited Liability Company Agreement of JFK IAT Member, dated as of December 9, 2010, as the same has heretofore been amended, supplemented or otherwise modified.

"**JFK IAT Effective Date**" means the "Effective Date" as such term is defined in the JFK IAT Member LLC Agreement.

"**JFK Passengers**" means, for any Semi-Annual Period, the "JFK Total Passengers" including revenue, non-revenue, international and domestic passengers, shown in the Annual Traffic Report for such period published by the Port Authority.

"**T3/T4 Passengers**" means, for any Semi-Annual Period, all revenue, non-revenue, international, territorial and domestic passengers, who board or disembark during such period from an aircraft, on either scheduled or non-scheduled service, at Terminal 3 or Terminal 4.

"**Terminal 4 Square Footage**" means the gross square footage comprising Terminal 4 as existing from time to time, calculated on a basis consistent with the basis used to calculate the Existing Terminal 4 Square Footage.

For purposes of this Agreement, "**Adjusted Terminal Management Fee**" means the following:

(a) Semi-Annual Period that includes Phase I DBO. With respect to the Semi-Annual Period in which Phase I DBO occurs, the portion of such period from and including Phase I DBO and ending on the day immediately preceding the first day of the Semi-Annual Period commencing on or after Phase I DBO shall be hereinafter referred to as the "**Post DBO Stub**

Period." The Adjusted Terminal Management Fee for the Semi-Annual Period in which Phase I DBO occurs shall be an amount equal to the positive difference between (i) the product of (x) the pro-rata portion of the Base Fee attributable to the Post DBO Stub Period multiplied by (y) a fraction, the numerator of which is the Terminal 4 Square Footage on the last day of such Semi-Annual Period and the denominator of which is the Existing Terminal 4 Square Footage, minus (ii) the pro-rata portion of the Base Fee attributable to the Post DBO Stub Period (the "**Stub Period Adjusted Terminal Management Fee**").

(b) Post DBO Semi-Annual Periods. The Adjusted Terminal Management Fee with respect to the first Semi-Annual Period commencing after Phase I DBO shall be the amount of the Stub Period Adjusted Terminal Management Fee, semi-annualized to reflect a full one hundred eighty (180) day period, and, subject to the proviso in clause (b)(ii)(C) below, the Adjusted Terminal Management Fee with respect to each Semi-Annual Period thereafter shall be the Adjusted Terminal Management Fee with respect to the immediately preceding Semi-Annual Period, subject in each case to the following adjustments:

(i) *Annual CPI Percentage Increase*. Effective on the first day of the first Alternative Annual Period commencing on or after Phase I DBO and thereafter on each anniversary of such date, the Adjusted Terminal Management Fee with respect to the Semi-Annual Period commencing on such date shall be increased from the Adjusted Terminal Management Fee with respect to the immediately preceding Semi-Annual Period by the Annual CPI Percentage Increase (as defined in the Port/IAT Lease but applied as of the first day of such Alternative Annual Period and on each anniversary thereof) provided, however, that, with respect to such adjustment to occur on the first day of the first Alternative Annual Period commencing on or after Phase I DBO, such Annual CPI Percentage Increase shall be pro-rated in a manner such that the adjustment will apply only to the portion of such Alternative Annual Period not covered by the Annual CPI Percentage Increase applied to the Base Fee pursuant to the Port/IAT Lease.

(ii) *Terminal 4 Square Footage Adjustment*.

(A) Effective on the first day of the first Alternative Annual Period commencing on or after Phase I DBO, the Adjusted Terminal Management Fee with respect to the Semi-Annual Period commencing on such date (as adjusted pursuant to clause (b)(i) above) shall be multiplied by a fraction, the numerator of which is the Terminal 4 Square Footage on the date of Phase I DBO and the denominator of which is the Existing Terminal 4 Square Footage.

(B) If one or more additional material changes to the Terminal 4 Square Footage occur (each, a "**Terminal 4 Square Footage Material Change**") during the Post DBO Stub Period or any Semi-Annual Period occurring after Phase I DBO, then, effective on the first day of the next succeeding Semi-Annual Period (the "**Adjustment Date**"), an adjustment shall be made for each such change by multiplying the Adjusted Terminal Management Fee with respect to the Semi-Annual Period commencing on the Adjustment Date (as adjusted pursuant to

clause (b)(i) and (b)(ii)(A) above) by a fraction, the numerator of which is the Terminal 4 Square Footage immediately after the Terminal 4 Square Footage Material Change and the denominator of which is the Terminal 4 Square Footage immediately prior to the Terminal 4 Square Footage Material Change; provided, however, that, any adjustment pursuant to this clause (B) shall be made only if such fraction yields a number greater than one (1) unless the reduction in Terminal 4 Square Footage is due to a permanent reduction in such space as a result of a casualty, condemnation or similar event, in which case the adjustment shall be made using such fraction yielding a number less than one (1).

(C) Notwithstanding the foregoing, any adjustment to the Adjusted Terminal Management Fee for a Semi-Annual Period pursuant to the foregoing clauses (A) or (B) shall be pro-rated to reflect, in the case of clause (A), the number of days between the date on which Phase I DBO occurs and the first day of the first Alternative Annual Period commencing on or after Phase I DBO, and, in the case of clause (B), the number of days between the date on which any additional Terminal 4 Square Footage Material Change occurs and the applicable Adjustment Date for such change, in each case relative to a one hundred eighty (180) day period; provided, however, that for purposes of determining the Adjusted Terminal Management Fee with respect to the Semi-Annual Period immediately succeeding the Semi-Annual Period in which adjustments are made pursuant to clause (b) above, any adjustment pursuant to the foregoing clauses (A) or (B) shall be semi-annualized to reflect a one hundred eighty (180) day period.

(iii) *JFK Passenger Adjustment*. Effective on the first day of the second (2nd) Alternative Annual Period commencing after Phase I DBO, the Adjusted Terminal Management Fee with respect to the Semi-Annual Period commencing on such date (as adjusted pursuant to clause (b)(i) and (b)(ii) above) shall be multiplied by a fraction, the numerator of which is the total number of JFK Passengers during the first Alternative Annual Period commencing on or after Phase I DBO and the denominator of which is the total number of JFK Passengers during the twelve (12) month period immediately preceding the first Alternative Annual Period commencing on or after Phase I DBO; provided that if such fraction yields a number less than 1.0, then such fraction shall equal 1.0, and if such fraction yields a number greater than 1.02, then such fraction shall equal 1.02.

(iv) *T3/T4 Passenger Adjustment*. Effective on the first day of the third (3rd) Alternative Annual Period commencing after Phase I DBO and thereafter on each anniversary of such date, the Adjusted Terminal Management Fee with respect to the Semi-Annual Period commencing on such date (as adjusted pursuant to clause (b)(i) and (b)(ii) above) shall be multiplied by a fraction, the numerator of which is the total number of T3/T4 Passengers during the immediately preceding Alternative Annual Period (the "**Latest Year**") and the denominator of which is the total number of T3/T4 Passengers during the Alternative Annual Period immediately preceding the Latest Year (it being understood and agreed that such adjustment may be an increase or decrease and,

accordingly, may either increase or decrease the Adjusted Terminal Management Fee for such period (as adjusted pursuant to clause (b)(i) and (b)(ii) above)); provided, however, that if the total number of T3/T4 Passengers during the Latest Year represents a decrease from the Alternative Annual Period immediately preceding the Latest Year, and the percentage of such decrease is greater than the percentage decrease or increase in the total number of JFK Passengers during the Latest Year compared to the total number of JFK Passengers during the Alternative Annual Period immediately preceding the Latest Year, then the fraction set forth in this clause (b)(iv) shall be replaced with a fraction, the numerator of which is the total number of JFK Passengers during the Latest Year and the denominator of which is the total number of JFK Passengers during the Alternative Annual Period immediately preceding the Latest Year.

(v) *Partial Semi-Annual Periods*. If IAT is dissolved or liquidated pursuant to Article VII of the JFK IAT Member LLC Agreement or otherwise, the Adjusted Terminal Management Fee for such portion of a Semi-Annual Period during which such dissolution or liquidation occurs shall be adjusted by multiplying the Adjusted Terminal Management Fee with respect to such period by a fraction, the numerator of which is the number of days in such period up to and including the last day with respect to which distributions of Adjusted Fee Income to SUSA Inc. are to be made pursuant to Article IV of the JFK IAT Member LLC Agreement and the denominator of which is 180.

(c) *Port/IAT Lease Reconciliations*. In the event IAT or the Port Authority makes any adjustments, true-ups or other reconciliations to amounts under the Port/IAT Lease that would affect the amount of the Adjusted Terminal Management Fee calculated pursuant to this Schedule 7-4 with respect to any period, IAT and Delta shall promptly make the corresponding adjustment, true-up or other reconciliation to the Adjusted Terminal Management Fee with respect to such period and any subsequent periods.

SCHEDULE 8-1

Port Authority Rules and Regulations

[see attached]

SCHEDULE 8-1

Port Authority Rules and Regulations

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
AIRPORT RULES AND REGULATIONS

Issued August 4, 2009, pursuant to Article IX of the by-laws of The Port Authority's of New York and New Jersey adopted at a meeting of the Board of Commissioners held on July 26, 2007, and amended at a meeting of that body on May 22, 2008.

Issued by The Port Authority of New York & New Jersey - Aviation Department.

Together with such Airport bulletins issued from time to time by the Managers as necessary to amend the Port Authority Rules and Regulations.

SCHEDULE 8-2

Terminal 4 Rules and Regulations

[see attached]

SCHEDULE 8-2

Terminal 4 Rules and Regulations

1. JFK INTERNATIONAL AIR TERMINAL, LLC
   TERMINAL 4 - AIRSIDE OPERATIONS GUIDE

2. JFK INTERNATIONAL AIR TERMINAL, LLC
   TERMINAL 4 OPERATIONS MANUAL
   Effective as of April 2006

   Including:

   Attachment 1: Solicitation
   Attachment 2: Quality and Customer Service Standards – Food and Beverage
   Attachment 3: Quality and Customer Service Standards – Shops and Services
   Attachment 4: Terminal and Landside Technical Instructions
   Attachment 5: Airside Technical Instructions
   Attachment 6: Safety and Security Policy and Procedures

SCHEDULE 8-3

Terminal 3 Parking Fee

[see attached]

SCHEDULE 8-3

Terminal 3 Parking Fees

Capitalized terms used but not defined in the body of the Agreement shall have the meanings assigned to such terms in this Schedule 8-3.

The "**Terminal 3 Parking Fee**" shall be determined by multiplying the amount of time a Contract Carrier or Other JFK Carrier is utilizing a Terminal 3 Hardstand Position by the applicable Terminal 3 Hardstand Daily Use Fee or Terminal 3 Hardstand Hourly Use Fee, as appropriate, and shall be applied as a credit to Post-DBO Rent in accordance with Section 8.3 of the Agreement.

For purposes of this Schedule 8-3, the following definitions shall apply:

"**Delta Use Carrier**" shall mean Delta and Delta Affiliate Carriers which may operate through arrangements with Delta.

"**Other JFK Carriers**" shall mean Contract Carriers (excluding Delta Use Carriers) and other Scheduled Aircraft Operators operating at the Airport.

"**Terminal 3 Additional Rental**" means any rental other than Terminal 3 Ground Rental paid by Delta to the Port Authority from time-to-time under the Terminal 3 Parking Space Permit. This amount shall exclude fees paid or payable by the Permittee to the Port Authority, independent of the Basic Fee under the Permit, arising out of or related to the enforcement of the Permit provisions, e.g., late fees, audit service fees, legal fees and expenses, etc.

"**Terminal 3 Capital Charge**" means an annual amount determined by amortizing over the lesser of ten (10) years or the remaining period of permission of the Terminal 3 Parking Space Permit, at the interest rate of the longest maturity of the Series 8 Bonds, the sum of all unreimbursed costs and expenses incurred by Delta with respect to the design, demolition (of Terminal 3) and construction of the 2010 Construction Work (as defined in Supplement No. 3 to the Port/Delta Lease), excluding (i) construction of the Terminal 2-4 Pedestrian Connector and costs and expenses relating thereto, (ii) all underground environmental Remediation of Hazardous Substances, (iii) the demolition of the Air Train connector and elevator core at Terminal 3, together with any unreimbursed Capital Expenditures made by Delta with respect to the Terminal 3 Site during the term of the Terminal 3 Parking Space Permit. To the extent any amount is included in the Terminal 3 Capital Charge that is later reimbursed, the Terminal 3 Capital Charge shall be recalculated prospectively taking into account the reimbursement amount received. As of the date upon which the Port Authority PFC application for funding for the 2010 Construction Work is approved, any amount that is to be reimbursed to the Permittee by Port Authority PFC funds shall be excluded from the Terminal 3 Capital Charge; however, if any of these amounts submitted to the Port Authority for reimbursement from PFC funds are not reimbursed by the Port Authority then these amounts shall be included in the Terminal 3 Capital Charge on a prospective basis.

"**Terminal 3 Direct and Indirect O&M Expenses**" shall mean Delta's direct, actual costs for performing its maintenance and repair obligations pursuant to Special Endorsement 9 of the Terminal 3 Parking Space Permit plus indirect O&M expenses equal to 15% of such amount.

"**Terminal 3 Deferred Ground Rental**" shall mean the Area IB Ground Rental (as defined in the Port/Delta Lease) paid by Delta to the Port Authority under the Port/Delta Lease excluding, if the Terminal 3 Site Surrender Date (as defined in the Port/Delta Lease) has not occurred by the end of the twenty-fourth (24th) month from and including the month in which the Demolition Commencement Date (as defined in the Port/Delta Lease) occurs, the difference between (1) any amounts accrued and paid at the Second Deferred Area IB Ground Rental Rate (as defined in the Port/Delta Lease) and (2) the amounts that would have been accrued and paid at the First Deferred Area IB Ground Rental Rate (as defined in the Port/Delta Lease) had the Terminal 3 Site Surrender Date (as defined in the Port/Delta Lease) occurred by the end of the twenty-fourth (24th) month from and including the month in which the Demolition Commencement Date (as defined in the Port/Delta Lease) occurs.

"**Terminal 3 Ground Rental**" shall mean the Basic Fee (as defined in the Terminal 3 Parking Space Permit), paid by Delta to the Port Authority under the Terminal 3 Parking Space Permit.

"**Terminal 3 Hardstand Daily Use Fee**" shall be calculated, on a per Terminal 3 Hardstand Position basis, by allocating the Terminal 3 Hardstand Expenses pro-rata to each of the Terminal 3 Hardstand Positions and then by dividing the Terminal 3 Hardstand Expenses allocated to each Terminal 3 Hardstand Position by a 360-day year.

"**Terminal 3 Hardstand Expenses**" shall mean, for the applicable year, the total of all Terminal 3 Ground Rental, Terminal 3 Deferred Ground Rental, Terminal 3 Additional Rental, if any, Terminal 3 Direct and Indirect O&M Expenses, and Terminal 3 Capital Charges.

"**Terminal 3 Hardstand Hourly Use Fee**" shall be calculated, per Terminal 3 Hardstand Position, by dividing the Terminal 3 Hardstand Daily Use Fee by 24 hours per day.

"**Terminal 3 Hardstand Position**" shall mean the hardstand positions located on the Terminal 3 Site which are the subject of the Terminal 3 Parking Space Permit.

The pro-forma calculations of the Terminal 3 Hardstand Daily Use Fees and Terminal 3 Hardstand Hourly Use Fees are illustrated in Exhibit A to Schedule 8-3 attached hereto.

EXHIBIT A to Schedule 8-3

Terminal 3 Hardstand Parking Position Rental Calculation

[see attached]

Exhibit A to Schedule 8-3

Terminal 3 Hardstand Parking Position Rental Calculation

	Note		2013	2014	2015	2016	2017	2018
Ground Rental								
Terminal 3 Acres		48.3497	48.3497	48.3497	48.3497	48.3497	48.3497	48.3497
Terminal 3 Ground Rental/Acre (AYC-325) 1/	1/							
Terminal 3 Ground Rental/Acre (Permit)								
Terminal 3 Deferred Ground Rent	2/							
Terminal 3 Ground Rent								
Terminal 3 Deferred Ground Rent Amortized	3/	6.50%						
Total Terminal 3 Ground Rent & Deferred Ground Rent								
Capital Investment								
Terminal 3 Capital Charge	4/							
Terminal 3 Additional Rental	5/			-	-	-	-	-
Operation & Maintenance Expenses	6/	**T4 - 2010 Budget**						
Direct O&M Expenses								
Marking & Line Painting								
Ramp Scrubbing								
Ramp Sweeping								
Maintenance								
Snow Removal								
Incineration/Trash Removal								
FOD Program								
Utilities								
Total Direct O&M								
Indirect O&M Expenses								
Personnel (10% of Direct O&M)								
G&A Costs (5% of Direct O&M and Personnel)								
Total Direct and Indirect O&M								
Total Terminal 3 Hardstand Expenses								
Terminal 3 Hardstand Positions								
Terminal 3 Annual Cost Per Position	7/							
Terminal 3 Hardstand Daily Use Fee Per Position								
Terminal 3 Hardstand Average Hours of Utilization Per Day								
Terminal 3 Hardstand Hourly Use Fee Per Position								

1/ Terminal 3 Ground Rental rate is based on current AYC-325 rate through 2017.
2/ Terminal 3 Ground Rent assumed deferred from 5/1/2013 through 5/1/2015.
3/ Terminal 3 Deferred Ground Rent is amortized at the long bond rate through 2020.
4/ Based on Delta equity investment at Terminal 3 site amortized for 10 years at 6% (long bond rate)
5/ Based on actual future investement recoverable through the Hardstand Use Fee
6/ Terminal 3 Hardstand O&M Expenses are based on Terminal 4 actual ramp O&M expenses for illustration purposes only.
7/ Proforma estimate only,Terminal 3 Hardstand Use Fee will be based on the above methodology and actual annual costs.

SCHEDULE 10-1

Committee Representatives

[see attached]

SCHEDULE 10-1

Committee Representatives

Trilateral Committee
• Delta Corporate Real Estate Vice President • SUSA Inc. President • President
Management Committee
• President • Delta Director Corporate Real Estate
Operations Advisory Committee
• Delta Vice President – Airport Customer Service JFK • IAT COO • Additional designees appointed by Management Committee

SCHEDULE 10-2

Pro Forma Budget

[see attached]

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A-401S	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN S
A-401T	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN T
A-401U	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN U
A-401V	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN V
A-401BA	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN BA
A-401BB	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN BB
A-401BC	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN BC
A-401BD	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN BD
A-401BE	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN BE
A-401BF	LEVEL 1 CONCOURSE B PART REFLECTED CEILING PLAN BF
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A-402Q	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN Q
A-402R	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN R
A-402S	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN S
A-402T	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN T
A-402U	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN U
A-402V	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN V
A-402BA	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN BA
A-402BB	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN BB
A-402BC	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN BC
A-402BD	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN BD
A-402BE	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN BE
A-402BF	LEVEL 2 CONCOURSE B PART REFLECTED CEILING PLAN BF
A-403	LEVEL 3 OVERALL REFLECTED CEILING PLAN
A-403BA	LEVEL 3 CONCOURSE B PART REFLECTED CEILING PLAN BA
A-403BB	LEVEL 3 CONCOURSE B PART REFLECTED CEILING PLAN BB
A-403BC	LEVEL 3 CONCOURSE B PART REFLECTED CEILING PLAN BC
A-403BD	LEVEL 3 CONCOURSE B PART REFLECTED CEILING PLAN BD
A-403BE	LEVEL 3 CONCOURSE B PART REFLECTED CEILING PLAN BE
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A-802BB	LEVEL 2 CONCOURSE B FINISH PART PLAN BB
A-802BC	LEVEL 2 CONCOURSE B FINISH PART PLAN BC
A-802BD	LEVEL 2 CONCOURSE B FINISH PART PLAN BD
A-802BE	LEVEL 2 CONCOURSE B FINISH PART PLAN BE
A-802BF	LEVEL 2 CONCOURSE B FINISH PART PLAN BF
A-803	LEVEL 3 OVERALL FINISH PLAN
A-803BA	LEVEL 3 CONCOURSE B FINISH PART PLAN BA
A-803BB	LEVEL 3 CONCOURSE B FINISH PART PLAN BB
A-803BC	LEVEL 3 CONCOURSE B FINISH PART PLAN BC
A-803BD	LEVEL 3 CONCOURSE B FINISH PART PLAN BD
A-803BE	LEVEL 3 CONCOURSE B FINISH PART PLAN BE
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W-101R	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN R
W-101S	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN S
W-101T	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN T
W-101U	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN U
W-101V	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN V
W-101BA	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN BA
W-101BB	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN BB
W-101BC	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN BC
W-101BD	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN BD
W-101BE	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN BE
W-101BF	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN BF
W-102G	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN G
W-102Q	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN Q
W-102R	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN R
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W-102T	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN T
W-102U	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN U
W-102V	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN V
W-102BA	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN BA
W-102BB	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN BB
W-102BC	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN BC
W-102BD	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN BD
W-102BE	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN BE
W-102BF	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN BF
W-103G	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN G
W-103Q	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN Q
W-103R	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN R
W-103S	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN S
W-103T	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN T
W-103U	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN U
W-103V	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN V
W-103BA	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN BA
W-103BB	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN BB
W-103BC	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN BC
W-103BD	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN BD
W-103BE	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN BE
W-103BF	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN BF
W-104BA	WAYFINDING AND SIGNAGE LEVEL 4 PART PLAN BA
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W-700	WAYFINDING INTRODUCTION COLOR & TYPOGRAPHY
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W-702	WAYFINDING INTRODUCTION LAYOUTS
W-703	WAYFINDING GRAPHICS SIGN TYPES
W-704A	WAYFINDING GRAPHICS DIRECTIONALS, SHEET 1
W-704B	WAYFINDING GRAPHICS DIRECTIONALS, SHEET 2
W-704C	WAYFINDING GRAPHICS DIRECTIONALS, SHEET 3
W-704D	WAYFINDING GRAPHICS DIRECTIONALS, SHEET 4
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Mechanical Engineering

No.	Drg No.	Drawing Title	Scale
1.	M-001	MECHANICAL, DRAWING LIST	NTS
2.	M-002	MECHANICAL, SYMBOLS, & VENT INDEX	NTS
3.	M-003	MECHANICAL, ABBREVIATIONS, & NOTES	NTS
4.	M-010	MECHANICAL, SCHEDULES, SHEET 1	NTS
5.	M-011	MECHANICAL, SCHEDULES, SHEET 2	NTS
6.	M-012	MECHANICAL, SCHEDULES, SHEET 3	NTS
7.	M-013	MECHANICAL, SCHEDULES, SHEET 4	NTS
8.	M-014	MECHANICAL, SCHEDULES, SHEET 5	NTS
9.	M-015	MECHANICAL, SCHEDULES, SHEET 6	NTS
10.	M-101	MECHANICAL, LEVEL 1, OVERALL PLAN	1" = 100'-0"
11.	M-101Q	CONCOURSE B, MECHANICAL, LEVEL 1, PART PLAN Q	1/8" = 1'-0"
12.	M-101V	CONCOURSE B, MECHANICAL, LEVEL 1, PART PLAN V	1/8" = 1'-0"
13.	M-101BA	CONCOURSE B, MECHANICAL, LEVEL 1, PART PLAN BA	1/8" = 1'-0"
14.	M-101BB	CONCOURSE B, MECHANICAL, LEVEL 1, PART PLAN BB	1/8" = 1'-0"
15.	M-101BC	CONCOURSE B, MECHANICAL, LEVEL 1, PART PLAN BC	1/8" = 1'-0"

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16. M-101BD — CONCOURSE B, MECHANICAL, LEVEL 1, PART PLAN BD
1/8" = 1'-0"

17. M-101BE — CONCOURSE B, MECHANICAL, LEVEL 1, PART PLAN BE
1/8" = 1'-0"

18. M-102 — MECHANICAL, LEVEL 2, OVERALL PLAN
1" = 100'-0"

19. M-102Q — CONCOURSE B, MECHANICAL, LEVEL 2, PART PLAN Q
1/8" = 1'-0"

20. M-102BA — CONCOURSE B, MECHANICAL, LEVEL 2, PART PLAN BA
1/8" = 1'-0"

21. M-102BB — CONCOURSE B, MECHANICAL, LEVEL 2, PART PLAN BB
1/8" = 1'-0"

22. M-102BC — CONCOURSE B, MECHANICAL, LEVEL 2, PART PLAN BC
1/8" = 1'-0"

23. M-102BD — CONCOURSE B, MECHANICAL, LEVEL 2, PART PLAN BD
1/8" = 1'-0"

24. M-102BE — CONCOURSE B, MECHANICAL, LEVEL 2, PART PLAN BE
1/8" = 1'-0"

25. M-103 — MECHANICAL, LEVEL 3, OVERALL PLAN
1" = 100'-0"

26. M-103BA — CONCOURSE B, MECHANICAL, LEVEL 3, PART PLAN BA
1/8" = 1'-0"

27. M-103BB — CONCOURSE B, MECHANICAL, LEVEL 3, PART PLAN BB
1/8" = 1'-0"

28. M-103BC — CONCOURSE B, MECHANICAL, LEVEL 3, PART PLAN BC
1/8" = 1'-0"

29. M-103BD — CONCOURSE B, MECHANICAL, LEVEL 3, PART PLAN BD
1/8" = 1'-0"

30. M-103BE — CONCOURSE B, MECHANICAL, LEVEL 3, PART PLAN BE
1/8" = 1'-0"

31. M-104 — MECHANICAL, LEVEL 4, OVERALL PLAN
1" = 100'-0"

32. M-104BA — CONCOURSE B, MECHANICAL, LEVEL 4, PART PLAN BA
1/8" = 1'-0"

DRAWING LIST

33. M-104BB 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 4, PART PLAN BB
34. M-105BA,B 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 5, PART PLAN BA/B
35. M-201 1" = 100'-0"	MECHANICAL, LEVEL 1, PIPING, OVERALL PLAN
36. M-201Q 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 1, PIPING, PART PLAN Q
37. M-201V 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 1, PIPING, PART PLAN V
38. M-201BA 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 1, PIPING, PART PLAN BA
39. M-201BB 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 1, PIPING, PART PLAN BB
40. M-201BC 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 1, PIPING, PART PLAN BC
41. M-201BD 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 1, PIPING, PART PLAN BD
42. M-201BE 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 1, PIPING, PART PLAN BE
43. M-202 1" = 100'-0"	MECHANICAL, LEVEL 2, PIPING, OVERALL PLAN
44. M-202Q 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 2, PIPING, PART PLAN Q
45. M-202BA 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 2, PIPING, PART PLAN BA
46. M-202BB 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 2, PIPING, PART PLAN BB
47. M-202BC 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 2, PIPING, PART PLAN BC
48. M-202BD 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 2, PIPING, PART PLAN BD
49. M-202BE 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 2, PIPING, PART PLAN BE

DRAWING LIST

50. M-203 1" = 100'-0"	MECHANICAL, LEVEL 3, PIPING, OVERALL PLAN
51. M-203D 1/8" = 1'-0"	T4 HEADHOUSE, MECHANICAL, LEVEL 3, PIPING, PART PLAN D
52. M-203E 1/8" = 1'-0"	T4 HEADHOUSE, MECHANICAL, LEVEL 3, PIPING, PART PLAN E
53. M-203G 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 3, PIPING, PART PLAN G
54. M-203H 1/8" = 1'-0"	T4 HEADHOUSE, MECHANICAL, LEVEL 3, PIPING, PART PLAN H
55. M-203BA 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 3, PIPING, PART PLAN BA
56. M-203BB 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 3, PIPING, PART PLAN BB
57. M-203BC 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 3, PIPING, PART PLAN BC
58. M-203BD 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 3, PIPING, PART PLAN BD
59. M-203BE 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 3, PIPING, PART PLAN BE
60. M-204 1" = 100'-0"	MECHANICAL, LEVEL 4, PIPING, OVERALL PLAN
61. M-204G 1/8" = 1'-0"	T4 HEADHOUSE, MECHANICAL, LEVEL 4, PIPING, PART PLAN G
62. M-204Q 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 4, PIPING, PART PLAN Q
63. M-204R 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 4, PIPING, PART PLAN R
64. M-204S 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 4, PIPING, PART PLAN S
65. M-204T 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 4, PIPING, PART PLAN T
66. M-204U 1/8" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 4, PIPING, PART PLAN U

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67. M-204V CONCOURSE B, MECHANICAL, LEVEL 4, PIPING, PART PLAN V
1/8" = 1'-0"

68. M-204BA CONCOURSE B, MECHANICAL, LEVEL 4, PIPING, PART PLAN BA
1/8" = 1'-0"

69. M-401 T4 HEADHOUSE, CHILLED WATER, PIPING SINGLE, LINE DIAGRAM, SHEET 1
NTS

70. M-402 CONCOURSE B, CHILLED WATER, PIPING SINGLE, LINE DIAGRAMS, SHEET
2NTS

71. M-403 CONCOURSE B, HOT WATER, PIPING SINGLE, LINE DIAGRAMS, SHEET 3
NTS

72. M-404 CONCOURSE B, HOT WATER, PIPING SINGLE, LINE DIAGRAMS, SHEET 2
NTS

73. M-405 T4 HEADHOUSE, DUAL TEMP, PIPING SINGLE, LINE DIAGRAM, SHEET 5
NTS

74. M-420 MECHANICAL, AIR BALANCE, SCHEDULES
NTS

75. M-421 MECHANICAL, ZONE, DIAGRAM, LEVEL 1, 2 AND 3
1"=40-0"

76. M-422 MECHANICAL, ZONE, DIAGRAM, LEVEL 4
NTS

77. M-423 MECHANICAL, SINGLE LINE, DIAGRAM, CONCOURSE B, SHEET 1
NTS

78. M-424 MECHANICAL, SINGLE LINE, DIAGRAM, CONCOURSE B, SHEET 2
NTS

79. M-425 MECHANICAL, SINGLE LINE DIAGRAM, CONCOURSE B, SHEET 3
NTS

80. M-426 MECHANICAL, SINGLE LINE DIAGRAM, CONCOURSE B, SHEET 4
NTS

81. M-427 MECHANICAL, SINGLE LINE DIAGRAM, CONCOURSE B, SHEET 5
NTS

82. M-428 MECHANICAL, SINGLE LINE DIAGRAM, CONCOURSE B, SHEET 6
NTS

83. M-429 MECHANICAL, SINGLE LINE DIAGRAM, CONCOURSE B, SHEET 7
NTS

DRAWING LIST

84. M-430 NTS	MECHANICAL, SINGLE LINE DIAGRAM, CONCOURSE B, SHEET 8
85. M-431 NTS	MECHANICAL, SINGLE LINE DIAGRAM, CONCOURSE B, SHEET 10
86. M-432 NTS	MECHANICAL, SINGLE LINE, DIAGRAMS, SHEET 12
87. M-701 3/16" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 1 & 4, PLANT ROOMS
88. M-702 3/16" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 1 & 4, PIPING, PLANT ROOMS
89. M-703 3/16" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 2, PLANT ROOM 1
90. M-704 3/16" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 2, PIPING, PLANT ROOM 1
91. M-705 3/16" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 2, PLANT ROOM 2
92. M-706 3/16" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 2, PIPING, PLANT ROOM 2
93. M-707 3/16" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 2, PLANT ROOM 3
94. M-708 3/16" = 1'-0"	CONCOURSE B, MECHANICAL, LEVEL 2, PIPING, PLANT ROOM 3
95. M-720 1/4" = 1'-0"	MECHANICAL, SECTIONS, SHEET 1
96. M-721 1/4" = 1'-0"	MECHANICAL, SECTIONS, SHEET 2
97. M-722 1/4" = 1'-0"	MECHANICAL, SECTIONS, SHEET 3
98. M-801 NTS	MECHANICAL, DETAILS, SHEET 1
99. M-802 NTS	MECHANICAL, DETAILS, SHEET 2
100. M-803 NTS	MECHANICAL, DETAILS, SHEET 3

DRAWING LIST

101. M-804 MECHANICAL, DETAILS, SHEET 4
NTS

102. M-805 MECHANICAL, DETAILS, SHEET 5
NTS

103. M-806 MECHANICAL, DETAILS, SHEET 6
NTS

104. M-807 MECHANICAL, DETAILS, SHEET 7
NTS

105. M-808 MECHANICAL, DETAILS, SHEET 8
NTS

106. MD-101Q CONCOURSE B, MECHANICAL, LEVEL 1, DEMOLITION, PART PLAN Q
1/8" = 1'-0"

107. MD-101T CONCOURSE B, MECHANICAL, LEVEL 1, DEMOLITION, PART PLAN T
1/8" = 1'-0"

108. MD-101V CONCOURSE B, MECHANICAL, LEVEL 1, DEMOLITION, PART PLAN V
1/8" = 1'-0"

109. MD-102Q CONCOURSE B, MECHANICAL, LEVEL 2, DEMOLITION, PART PLAN Q
1/8" = 1'-0"

Controls

No. Drg No. Drawing Title
Scale

1. N-001 CONTROLS, INTEGRATED, AUTOMATIONS, FACILITIES, ARCHITECTURE
NTS

2. N-301 CONTROLS, INTEGRATED, AUTOMATIONS, FACILITIES, SHEET 1
NTS

3. N-302 CONTROLS, INTEGRATED, AUTOMATIONS, FACILITIES, SHEET 2
NTS

4. N-303 CONTROLS, INTEGRATED, AUTOMATIONS, FACILITIES, SHEET 3
NTS

5. N-304 CONTROLS, INTEGRATED, AUTOMATIONS, FACILITIES, SHEET 4
NTS

6. N-305 CONTROLS, INTEGRATED, AUTOMATIONS, FACILITIES, SHEET 5
NTS

SECTION 00 15 00

DRAWING LIST

Plumbing Engineering

No.	Drg No.	Drawing Title	Scale
1.	P-001	PLUMBING, DRAWING LIST	NTS
2.	P-002	PLUMBING, SYMBOLS, NOTES, ABBREVIATIONS, & SCHEDULES	NTS
3.	P-100	PLUMBING, UNDER SLAB, OVERALL PLAN	1" = 100'-0"
4.	P-100BA	CONCOURSE B, PLUMBING, UNDER SLAB, PART PLAN BA	1/8" = 1'-0"
5.	P-100BB	CONCOURSE B, PLUMBING, UNDER SLAB, PART PLAN BB	1/8" = 1'-0"
6.	P-100BC	CONCOURSE B, PLUMBING, UNDER SLAB, PART PLAN BC	1/8" = 1'-0"
7.	P-100BD	CONCOURSE B, PLUMBING, UNDER SLAB, PART PLAN BD	1/8" = 1'-0"
8.	P-100BE	CONCOURSE B, PLUMBING, UNDER SLAB, PART PLAN BE	1/8" = 1'-0"
9.	P-101	PLUMBING, LEVEL 1, OVERALL PLAN	1" = 100'-0"
10.	P-101G	CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN G	1/8" = 1'-0"
11.	P-101Q	CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN Q	1/8" = 1'-0"
12.	P-101R	CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN R	1/8" = 1'-0"
13.	P-101T	CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN T	1/8" = 1'-0"
14.	P-101U	CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN U	1/8" = 1'-0"
15.	P-101V	CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN V	1/8" = 1'-0"

DRAWING LIST

16. P-101BA CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN BA
1/8" = 1'-0"

17. P-101BB CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN BB
1/8" = 1'-0"

18. P-101BC CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN BC
1/8" = 1'-0"

19. P-101BD CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN BD
1/8" = 1'-0"

20. P-101BE CONCOURSE B, PLUMBING, LEVEL 1, PART PLAN BE
1/8" = 1'-0"

21. P-102 PLUMBING, LEVEL 2, OVERALL PLAN
1" = 100'-0"

22. P-102Q CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN Q
1/8" = 1'-0"

23. P-102R CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN R
1/8" = 1'-0"

24. P-102S CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN S
1/8" = 1'-0"

25. P-102T CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN T
1/8" = 1'-0"

26. P-102U CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN U
1/8" = 1'-0"

27. P-102V CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN V
1/8" = 1'-0"

28. P-102BA CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN BA
1/8" = 1'-0"

29. P-102BB CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN BB
1/8" = 1'-0"

30. P-102BC CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN BC
1/8" = 1'-0"

31. P-102BD CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN BD
1/8" = 1'-0"

32. P-102BE CONCOURSE B, PLUMBING, LEVEL 2, PART PLAN BE
1/8" = 1'-0"

DRAWING LIST

33. P-103 1" = 100'-0"	PLUMBING, LEVEL 3, OVERALL PLAN
34. P-103D 1/8" = 1'-0"	T4 HEADHOUSE, PLUMBING, LEVEL 3, PART PLAN D
35. P-103G 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 3, PART PLAN G
36. P-103BA 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 3, PART PLAN BA
37. P-103BB 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 3, PART PLAN BB
38. P-103BC 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 3, PART PLAN BC
39. P-103BD 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 3, PART PLAN BD
40. P-103BE 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 3, PART PLAN BE
41. P-104 1" = 100'-0"	PLUMBING, LEVEL 4, OVERALL PLAN
42. P-104BA 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 4, PART PLAN BA
43. P-104BB 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 4, PART PLAN BB
44. P-104BC 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 4, PART PLAN BC
45. P-104BD 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 4, PART PLAN BD
46. P-104BE 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 4, PART PLAN BE
47. P-105BA,B 1/8" = 1'-0"	CONCOURSE B, PLUMBING, LEVEL 5, PART PLAN BA/B
48. P-401 NTS	CONCOURSE B, PLUMBING, DOMESTIC WATER, RISER DIAGRAM, SHEET 1
49. P-402 NTS	CONCOURSE B, PLUMBING, DOMESTIC WATER, RISER DIAGRAM, SHEET 2

DRAWING LIST

50. P-403 CONCOURSE B, PLUMBING, DOMESTIC WATER, RISER DIAGRAM, SHEET 3
NTS

51. P-404 CONCOURSE B, PLUMBING, DOMESTIC WATER, RISER DIAGRAM, SHEET 4
NTS

52. P-405 CONCOURSE B, PLUMBING, SANITARY, RISER DIAGRAM, SHEET 1
NTS

53. P-406 CONCOURSE B, PLUMBING, SANITARY, RISER DIAGRAM, SHEET 2
NTS

54. P-407 CONCOURSE B, PLUMBING, SANITARY, RISER DIAGRAM, SHEET 3
NTS

55. P-408 CONCOURSE B, PLUMBING, STORM WATER, RISER DIAGRAM, SHEET 1
NTS

56. P-409 CONCOURSE B, PLUMBING, STORM WATER, RISER DIAGRAM, SHEET 2
NTS

57. P-410 CONCOURSE B, PLUMBING, FIRE STANDPIPE, RISER DIAGRAM
NTS

58. P-701 CONCOURSE B, PLUMBING, LEVEL 1, TOILET PLANS
1/4" = 1'-0"

59. P-702 CONCOURSE B, PLUMBING, LEVEL 2, TOILET PLANS
1/4" = 1'-0"

60. P-703 CONCOURSE B, PLUMBING, LEVEL 3, TOILET PLANS
1/4" = 1'-0"

61. P-801 PLUMBING, DETAILS, SHEET 1
NTS

62. P-802 PLUMBING, DETAILS, SHEET 2
NTS

63. P-803 PLUMBING, DETAILS, SHEET 3
NTS

64. P-804 PLUMBING, DETAILS, SHEET 4
NTS

65. PD-101T CONCOURSE B, PLUMBING, LEVEL 1, DEMOLITION, PART PLAN T
1/8" = 1'-0"

66. PD-101U CONCOURSE B, PLUMBING, LEVEL 1, DEMOLITION, PART PLAN U
1/8" = 1'-0"

DRAWING LIST

67. PD-101V CONCOURSE B, PLUMBING, LEVEL 1, DEMOLITION, PART PLAN V
1/8" = 1'-0"

68. PD-102Q CONCOURSE B, PLUMBING, LEVEL 2, DEMOLITION, PART PLAN Q
1/8" = 1'-0"

69. PD-102R CONCOURSE B, PLUMBING, LEVEL 2, DEMOLITION, PART PLAN R
1/8" = 1'-0"

70. PD-102S CONCOURSE B, PLUMBING, LEVEL 2, DEMOLITION, PART PLAN S
1/8" = 1'-0"

71. PD-102U CONCOURSE B, PLUMBING, LEVEL 2, DEMOLITION, PART PLAN U
1/8" = 1'-0"

72. PD-102V CONCOURSE B, PLUMBING, LEVEL 2, DEMOLITION, PART PLAN V
1/8" = 1'-0"

73. PD-103D T4 HEADHOUSE, PLUMBING, LEVEL 3, DEMOLITION, PART PLAN D
1/8" = 1'-0"

74. PD-103G CONCOURSE B, PLUMBING, LEVEL 3, DEMOLITION, PART PLAN G
1/8" = 1'-0"

Fire Protection Engineering

No. Drg No. Drawing Title
Scale

1. F-001 FIRE PROTECTION, DRAWING LIST
NTS

2. F-002 FIRE PROTECTION, SYMBOLS, NOTES, & ABBREVIATIONS
NTS

3. F-101 FIRE PROTECTION, LEVEL 1, OVERALL PLAN
1" = 100'-0"

4. F-101G CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN G
1/8" = 1'-0"

5. F-101Q CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN Q
1/8" = 1'-0"

6. F-101S CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN S
1/8" = 1'-0"

7. F-101T CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN T
1/8" = 1'-0"

DRAWING LIST

8. F-101U 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN U
9. F-101V 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN V
10. F-101BA 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN BA
11. F-101BB 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN BB
12. F-101BC 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN BC
13. F-101BD 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN BD
14. F-101BE 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 1, PART PLAN BE
15. F-102 1" = 100'-0"	FIRE PROTECTION, LEVEL 2, OVERALL PLAN
16. F-102Q 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN Q
17. F-102S 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN S
18. F-102T 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN T
19. F-102U 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN U
20. F-102V 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN V
21. F-102BA 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN BA
22. F-102BB 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN BB
23. F-102BC 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN BC
24. F-102BD 1/8" = 1'-0"	CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN BD

DRAWING LIST

25. F-102BE CONCOURSE B, FIRE PROTECTION, LEVEL 2, PART PLAN BE
1/8" = 1'-0"

26. F-103 FIRE PROTECTION, LEVEL 3, OVERALL PLAN
1" = 100'-0"

27. F-103G CONCOURSE B, FIRE PROTECTION, LEVEL 3, PART PLAN G
1/8" = 1'-0"

28. F-103BA CONCOURSE B, FIRE PROTECTION, LEVEL 3, PART PLAN BA
1/8" = 1'-0"

29. F-103BB CONCOURSE B, FIRE PROTECTION, LEVEL 3, PART PLAN BB
1/8" = 1'-0"

30. F-103BC CONCOURSE B, FIRE PROTECTION, LEVEL 3, PART PLAN BC
1/8" = 1'-0"

31. F-103BD CONCOURSE B, FIRE PROTECTION, LEVEL 3, PART PLAN BD
1/8" = 1'-0"

32. F-103BE CONCOURSE B, FIRE PROTECTION, LEVEL 3, PART PLAN BE
1/8" = 1'-0"

33. F-104 FIRE PROTECTION, LEVEL 4, OVERALL PLAN
1" = 100'-0"

34. F-104BA CONCOURSE B, FIRE PROTECTION, LEVEL 4, PART PLAN BA
1/8" = 1'-0"

35. F-104BB CONCOURSE B, FIRE PROTECTION, LEVEL 4, PART PLAN BB
1/8" = 1'-0"

36. F-401 FIRE PROTECTION, SPRINKLER, RISER DIAGRAM
NTS

37. F-801 FIRE PROTECTION, DETAILS, SHEET 1
NTS

38. F-802 FIRE PROTECTION, DETAILS, SHEET 2
NTS

39. F-803 FIRE PROTECTION, DETAILS, SHEET 3
NTS

40. FD-101G CONCOURSE B, FIRE PROTECTION, LEVEL 1, DEMOLITION, PART PLAN G
1/8" = 1'-0"

41. FD-101Q CONCOURSE B, FIRE PROTECTION, LEVEL 1, DEMOLITION, PART PLAN Q
1/8" = 1'-0"

42. FD-101T CONCOURSE B, FIRE PROTECTION, LEVEL 1, DEMOLITION, PART PLAN T
1/8" = 1'-0"

43. FD-101U CONCOURSE B, FIRE PROTECTION, LEVEL 1, DEMOLITION, PART PLAN U
1/8" = 1'-0"

44. FD-101V CONCOURSE B, FIRE PROTECTION, LEVEL 1, DEMOLITION, PART PLAN V
1/8" = 1'-0"

45. FD-102Q CONCOURSE B, FIRE PROTECTION, LEVEL 2, DEMOLITION, PART PLAN Q
1/8" = 1'-0"

46. FD-102V CONCOURSE B, FIRE PROTECTION, LEVEL 2, DEMOLITION, PART PLAN V
1/8" = 1'-0"

47. FD-103G CONCOURSE B, FIRE PROTECTION, LEVEL 3, DEMOLITION, PART PLAN G
1/8" = 1'-0"

Volume III – Electrical Engineering, Fire Alarm, Communications, Public Address & Security

Electrical Engineering & Fire Alarm

No. Drg No. Drawing Title
Scale

1. E-001 ELECTRICAL, DRAWING LIST
NTS

2. E-002 ELECTRICAL, SYMBOLS &, ABBREVIATIONS
NTS

3. E-003 ELECTRICAL, NOTES &, SCHEDULES
NTS

4. E-004 ELECTRICAL, PANEL, SCHEDULES
NTS

5. E-005 ELECTRICAL, PANEL, SCHEDULES
NTS

6. E-006 ELECTRICAL, PANEL, SCHEDULES
NTS

7. E-007 ELECTRICAL, PANEL, SCHEDULES
NTS

8. E-008 ELECTRICAL, PANEL, SCHEDULES
NTS

DRAWING LIST

9. E-009 NTS	ELECTRICAL, PANEL, SCHEDULES
10. E-010 NTS	ELECTRICAL, PANEL, SCHEDULES
11. E-101 1" = 100'-0"	ELECTRICAL, LEVEL 1, POWER, OVERALL PLAN
12. E-101G 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN G
13. E-101Q 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN Q
14. E-101R 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN R
15. E-101S 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN S
16. E-101T 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN T
17. E-101U 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN U
18. E-101V 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN V
19. E-101BA 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN BA
20. E-101BB 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN BB
21. E-101BC 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN BC
22. E-101BD 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN BD
23. E-101BE 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, POWER, PART PLAN BE
24. E-102 1" = 100'-0"	ELECTRICAL, LEVEL 2, POWER, OVERALL PLAN
25. E-102G 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN G

DRAWING LIST

26. E-102Q 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN Q
27. E-102R 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN R
28. E-102S 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN S
29. E-102T 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN T
30. E-102U 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN U
31. E-102V 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN V
32. E-102BA 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN BA
33. E-102BB 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN BB
34. E-102BC 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN BC
35. E-102BD 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN BD
36. E-102BE 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, POWER, PART PLAN BE
37. E-103 1" = 100'-0"	ELECTRICAL, LEVEL 3, POWER, OVERALL PLAN
38. E-103D 1/8" = 1'-0"	T4 HEADHOUSE, ELECTRICAL, LEVEL 3, POWER, PART PLAN D
39. E-103E 1/8" = 1'-0"	T4 HEADHOUSE, ELECTRICAL, LEVEL 3, POWER, PART PLAN E
40. E-103G 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN G
41. E-103Q 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN Q
42. E-103R 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN R

DRAWING LIST

43. E-103T CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN T
1/8" = 1'-0"

44. E-103U CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN U
1/8" = 1'-0"

45. E-103V CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN V
1/8" = 1'-0"

46. E-103BA CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN BA
1/8" = 1'-0"

47. E-103BB CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN BB
1/8" = 1'-0"

48. E-103BC CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN BC
1/8" = 1'-0"

49. E-103BD CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN BD
1/8" = 1'-0"

50. E-103BE CONCOURSE B, ELECTRICAL, LEVEL 3, POWER, PART PLAN BE
1/8" = 1'-0"

51. E-104 ELECTRICAL, LEVEL 4, POWER, OVERALL PLAN
1" = 100'-0"

52. E-104BA CONCOURSE B, ELECTRICAL, LEVEL 4, POWER, PART PLAN BA
1/8" = 1'-0"

53. E-104BB CONCOURSE B, ELECTRICAL, LEVEL 4, POWER, PART PLAN BB
1/8" = 1'-0"

54. E-104BC CONCOURSE B, ELECTRICAL, LEVEL 4, POWER, PART PLAN BC
1/8" = 1'-0"

55. E-104BD CONCOURSE B, ELECTRICAL, LEVEL 4, POWER, PART PLAN BD
1/8" = 1'-0"

56. E-104BE CONCOURSE B, ELECTRICAL, LEVEL 4, POWER, PART PLAN BE
1/8" = 1'-0"

57. E-105BA,B CONCOURSE B, ELECTRICAL, LEVEL 5, POWER, PART PLAN BA/B
1/8" = 1'-0"

58. E-201 ELECTRICAL, LEVEL 1, LIGHTING, OVERALL PLAN
1" = 100'-0"

59. E-201Q CONCOURSE B, ELECTRICAL, LEVEL 1, LIGHTING, PART PLAN Q
1/8" = 1'-0"

DRAWING LIST

60. E-201BA 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, LIGHTING, PART PLAN BA
61. E-201BB 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, LIGHTING, PART PLAN BB
62. E-201BC 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, LIGHTING, PART PLAN BC
63. E-201BD 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, LIGHTING, PART PLAN BD
64. E-201BE 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 1, LIGHTING, PART PLAN BE
65. E-202 1" = 100'-0"	ELECTRICAL, LEVEL 2, LIGHTING, OVERALL PLAN
66. E-202Q 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, LIGHTING, PART PLAN Q
67. E-202BA 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, LIGHTING, PART PLAN BA
68. E-202BB 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, LIGHTING, PART PLAN BB
69. E-202BC 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, LIGHTING, PART PLAN BC
70. E-202BD 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, LIGHTING, PART PLAN BD
71. E-202BE 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 2, LIGHTING, PART PLAN BE
72. E-203 1" = 100'-0"	ELECTRICAL, LEVEL 3, LIGHTING, OVERALL PLAN
73. E-203BA 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 3, LIGHTING, PART PLAN BA
74. E-203BB 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 3, LIGHTING, PART PLAN BB
75. E-203BC 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 3, LIGHTING, PART PLAN BC
76. E-203BD 1/8" = 1'-0"	CONCOURSE B, ELECTRICAL, LEVEL 3, LIGHTING, PART PLAN BD

DRAWING LIST

77. E-203BE CONCOURSE B, ELECTRICAL, LEVEL 3, LIGHTING, PART PLAN BE
1/8" = 1'-0"

78. E-204 ELECTRICAL, LEVEL 4, LIGHTING, OVERALL PLAN
1" = 100'-0"

79. E-204BA CONCOURSE B, ELECTRICAL, LEVEL 4, LIGHTING, PART PLAN BA
1/8" = 1'-0"

80. E-204BB CONCOURSE B, ELECTRICAL, LEVEL 4, LIGHTING, PART PLAN BB
1/8" = 1'-0"

81. E-301 FIRE ALARM, LEVEL 1, OVERALL PLAN
1" = 100'-0"

82. E-301Q CONCOURSE B, FIRE ALARM, LEVEL 1, PART PLAN Q
1/8" = 1'-0"

83. E-301BA CONCOURSE B, FIRE ALARM, LEVEL 1, PART PLAN BA
1/8" = 1'-0"

84. E-301BB CONCOURSE B, FIRE ALARM, LEVEL 1, PART PLAN BB
1/8" = 1'-0"

85. E-301BC CONCOURSE B, FIRE ALARM, LEVEL 1, PART PLAN BC
1/8" = 1'-0"

86. E-301BD CONCOURSE B, FIRE ALARM, LEVEL 1, PART PLAN BD
1/8" = 1'-0"

87. E-301BE CONCOURSE B, FIRE ALARM, LEVEL 1, PART PLAN BE
1/8" = 1'-0"

88. E-302 FIRE ALARM, LEVEL 2, OVERALL PLAN
1" = 100'-0"

89. E-302Q CONCOURSE B, FIRE ALARM, LEVEL 2, PART PLAN Q
1/8" = 1'-0"

90. E-302BA CONCOURSE B, FIRE ALARM, LEVEL 2, PART PLAN BA
1/8" = 1'-0"

91. E-302BB CONCOURSE B, FIRE ALARM, LEVEL 2, PART PLAN BB
1/8" = 1'-0"

92. E-302BC CONCOURSE B, FIRE ALARM, LEVEL 2, PART PLAN BC
1/8" = 1'-0"

93. E-302BD CONCOURSE B, FIRE ALARM, LEVEL 2, PART PLAN BD
1/8" = 1'-0"

DRAWING LIST

94. E-302BE 1/8" = 1'-0"	CONCOURSE B, FIRE ALARM, LEVEL 2, PART PLAN BE
95. E-303 1" = 100'-0"	FIRE ALARM, LEVEL 3, OVERALL PLAN
96. E-303R 1/8" = 1'-0"	CONCOURSE B, FIRE ALARM, LEVEL 3, PART PLAN R
97. E-303T 1/8" = 1'-0"	CONCOURSE B, FIRE ALARM, LEVEL 3, PART PLAN T
98. E-303BA 1/8" = 1'-0"	CONCOURSE B, FIRE ALARM, LEVEL 3, PART PLAN BA
99. E-303BB 1/8" = 1'-0"	CONCOURSE B, FIRE ALARM, LEVEL 3, PART PLAN BB
100. E-303BC 1/8" = 1'-0"	CONCOURSE B, FIRE ALARM, LEVEL 3, PART PLAN BC
101. E-303BD 1/8" = 1'-0"	CONCOURSE B, FIRE ALARM, LEVEL 3, PART PLAN BD
102. E-303BE 1/8" = 1'-0"	CONCOURSE B, FIRE ALARM, LEVEL 3, PART PLAN BE
103. E-304 1" = 100'-0"	FIRE ALARM, LEVEL 4, OVERALL PLAN
104. E-304BA 1/8" = 1'-0"	CONCOURSE B, FIRE ALARM, LEVEL 4, PART PLAN BA
105. E-304BB 1/8" = 1'-0"	CONCOURSE B, FIRE ALARM, LEVEL 4, PART PLAN BB
106. E-401 NTS	ELECTRICAL, SUBSTATION W4, SINGLE LINE, DIAGRAM
107. E-402 NTS	ELECTRICAL, CONCOURSE B, PARTIAL SINGLE, LINE DIAGRAMS
108. E-410 NTS	ELECTRICAL, CONCOURSE B, FIRE ALARM SINGLE, LINE DIAGRAMS
109. E-601 1/8" = 1'-0"	ELECTRICAL, GENERATOR, PLANT LAYOUT
110. E-701 1/8" = 1'-0"	ELECTRICAL, ENLARGED PLANS, LEVEL 1

DRAWING LIST

111. E-702 ELECTRICAL, ENLARGED PLANS, LEVEL 2
1/8" = 1'-0"

112. E-703 ELECTRICAL, ENLARGED PLANS, LEVEL 2
1/8" = 1'-0"

113. E-801 ELECTRICAL, DETAILS
NTS

114. E-802 ELECTRICAL, DETAILS
NTS

115. E-803 ELECTRICAL, DETAILS
NTS

116. ED-101Q CONCOURSE B, ELECTRICAL, LEVEL 1, DEMOLITION, PART PLAN Q
1/8" = 1'-0"

117. ED-101R CONCOURSE B, ELECTRICAL, LEVEL 1, DEMOLITION, PART PLAN R
1/8" = 1'-0"

118. ED-101S CONCOURSE B, ELECTRICAL, LEVEL 1, DEMOLITION, PART PLAN S
1/8" = 1'-0"

119. ED-101T CONCOURSE B, ELECTRICAL, LEVEL 1, DEMOLITION, PART PLAN T
1/8" = 1'-0"

120. ED-101U CONCOURSE B, ELECTRICAL, LEVEL 1, DEMOLITION, PART PLAN U
1/8" = 1'-0"

121. ED-101V CONCOURSE B, ELECTRICAL, LEVEL 1, DEMOLITION, PART PLAN V
1/8" = 1'-0"

122. ED-102Q CONCOURSE B, ELECTRICAL, LEVEL 2, DEMOLITION, PART PLAN Q
1/8" = 1'-0"

123. ED-103G CONCOURSE B, ELECTRICAL, LEVEL 3, DEMOLITION, PART PLAN G
1/8" = 1'-0"

124. ED-103Q CONCOURSE B, ELECTRICAL, LEVEL 3, DEMOLITION, PART PLAN Q
1/8" = 1'-0"

125. ED-103R CONCOURSE B, ELECTRICAL, LEVEL 3, DEMOLITION, PART PLAN R
1/8" = 1'-0"

126. ED-103S CONCOURSE B, ELECTRICAL, LEVEL 3, DEMOLITION, PART PLAN S
1/8" = 1'-0"

127. ED-103T CONCOURSE B, ELECTRICAL, LEVEL 3, DEMOLITION, PART PLAN T
1/8" = 1'-0"

DRAWING LIST

128. ED-103U CONCOURSE B, ELECTRICAL, LEVEL 3, DEMOLITION, PART PLAN U
1/8" = 1'-0"

129. ED-103V CONCOURSE B, ELECTRICAL, LEVEL 3, DEMOLITION, PART PLAN V
1/8" = 1'-0"

Communications & Public Address

No.	Drg No.	Drawing Title	Scale
1.	T-001	COMMUNICATIONS, DRAWING LIST	NTS
2.	T-002	COMMUNICATIONS, SYMBOLS, NOTES, & ABBREVIATIONS	NTS
3.	T-101	COMMUNICATIONS, LEVEL 1, OVERALL PLAN	1" = 100'-0"
4.	T-101G	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN G	1/8" = 1'-0"
5.	T-101Q	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN Q	1/8" = 1'-0"
6.	T-101R	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN R	1/8" = 1'-0"
7.	T-101S	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN S	1/8" = 1'-0"
8.	T-101T	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN T	1/8" = 1'-0"
9.	T-101U	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN U	1/8" = 1'-0"
10.	T-101V	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN V	1/8" = 1'-0"
11.	T-101BA	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN BA	1/8" = 1'-0"
12.	T-101BB	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN BB	1/8" = 1'-0"
13.	T-101BC	CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN BC	1/8" = 1'-0"

DRAWING LIST

14. T-101BD CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN BD
1/8" = 1'-0"

15. T-101BE CONCOURSE B, COMMUNICATIONS, LEVEL 1, PART PLAN BE
1/8" = 1'-0"

16. T-102 COMMUNICATIONS, LEVEL 2, OVERALL PLAN
1" = 100'-0"

17. T-102G CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN G
1/8" = 1'-0"

18. T-102Q CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN Q
1/8" = 1'-0"

19. T-102R CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN R
1/8" = 1'-0"

20. T-102S CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN S
1/8" = 1'-0"

21. T-102T CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN T
1/8" = 1'-0"

22. T-102U CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN U
1/8" = 1'-0"

23. T-102V CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN V
1/8" = 1'-0"

24. T-102BA CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN BA
1/8" = 1'-0"

25. T-102BB CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN BB
1/8" = 1'-0"

26. T-102BC CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN BC
1/8" = 1'-0"

27. T-102BD CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN BD
1/8" = 1'-0"

28. T-102BE CONCOURSE B, COMMUNICATIONS, LEVEL 2, PART PLAN BE
1/8" = 1'-0"

29. T-103 COMMUNICATIONS, LEVEL 3, OVERALL PLAN
1" = 100'-0"

30. T-103G CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN G
1/8" = 1'-0"

DRAWING LIST

31. T-103H CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN H
1/8" = 1'-0"

32. T-103Q CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN Q
1/8" = 1'-0"

33. T-103R CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN R
1/8" = 1'-0"

34. T-103S CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN S
1/8" = 1'-0"

35. T-103T CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN T
1/8" = 1'-0"

36. T-103U CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN U
1/8" = 1'-0"

37. T-103V CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN V
1/8" = 1'-0"

38. T-103BA CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN BA
1/8" = 1'-0"

39. T-103BB CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN BB
1/8" = 1'-0"

40. T-103BC CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN BC
1/8" = 1'-0"

41. T-103BD CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN BD
1/8" = 1'-0"

42. T-103BE CONCOURSE B, COMMUNICATIONS, LEVEL 3, PART PLAN BE
1/8" = 1'-0"

43. T-104 COMMUNICATIONS, LEVEL 4, OVERALL PLAN
1" = 100'-0"

44. T-104BA CONCOURSE B, COMMUNICATIONS, LEVEL 4, PART PLAN BA
1/8" = 1'-0"

45. T-104BB CONCOURSE B, COMMUNICATIONS, LEVEL 4, PART PLAN BB
1/8" = 1'-0"

46. T-105BA,B CONCOURSE B, COMMUNICATIONS, LEVEL 5, PART PLAN BA/B
1/8" = 1'-0"

47. T-201 COMMUNICATIONS, LEVEL 1, DAS COVERAGE, DIAGRAM
1" = 100'-0"

DRAWING LIST

48. T-202 1" = 100'-0"	COMMUNICATIONS, LEVEL 2, DAS COVERAGE, DIAGRAM
49. T-203 1" = 100'-0"	COMMUNICATIONS, LEVEL 3, DAS COVERAGE, DIAGRAM
50. T-204 1" = 600'-0"	COMMUNICATIONS, LEVEL 4, DAS COVERAGE DIAGRAM
51. T-301 1" = 100'-0"	COMMUNICATIONS, LEVEL 1, WAP COVERAGE, DIAGRAM
52. T-302 1" = 100'-0"	COMMUNICATIONS, LEVEL 2, WAP COVERAGE, DIAGRAM
53. T-303 1" = 100'-0"	COMMUNICATIONS, LEVEL 3, WAP COVERAGE, DIAGRAM
54. T-304 1" = 100'-0"	COMMUNICATIONS, LEVEL 4, WAP COVERAGE, DIAGRAM
55. T-401 NTS	COMMUNICATIONS, SINGLE LINE, DIAGRAMS
56. T-402 NTS	COMMUNICATIONS, RISER DIAGRAM
57. T-403 NTS	COMMUNICATIONS, DAS & PMRS, RISER, DIAGRAM
58. T-701 AS SHOWN	COMMUNICATIONS, DELTA MCR 1, LAYOUT
59. T-702 AS SHOWN	COMMUNICATIONS, DELTA CC-B01, LAYOUT
60. T-703 AS SHOWN	COMMUNICATIONS, DELTA CC-B02, LAYOUT
61. T-704 AS SHOWN	COMMUNICATIONS, DELTA CC-B03, LAYOUT
62. T-705 AS SHOWN	COMMUNICATIONS, DELTA CC-B04, LAYOUT
63. T-706 AS SHOWN	COMMUNICATIONS, DELTA CC-B05, LAYOUT
64. T-707 AS SHOWN	COMMUNICATIONS, JFK-IAT CC-B01, LAYOUT

DRAWING LIST

65. T-708 AS SHOWN	COMMUNICATIONS, JFK-IAT CC-B02, LAYOUT
66. T-709 AS SHOWN	COMMUNICATIONS, JFK-IAT CC-B03, LAYOUT
67. T-710 AS SHOWN	COMMUNICATIONS, JFK-IAT CC-B04, LAYOUT
68. T-711 AS SHOWN	COMMUNICATIONS, JFK-IAT CC-B05, LAYOUT
69. T-712 AS SHOWN	COMMUNICATIONS, RADIO ROOM, LAYOUT
70. T-713 3/4" = 1'-0"	COMMUNICATIONS, EXISTING CLOSETS, LAYOUTS
71. T-801 NTS	COMMUNICATIONS, DETAILS 1
72. T-802 NTS	COMMUNICATIONS, DETAILS 2
73. T-803 NTS	COMMUNICATIONS, DETAILS 3
74. PA-001 NTS	PUBLIC ADDRESS, SYMBOLS, NOTES, & ABBREVIATIONS
75. PA-102 1" = 100'-0"	PUBLIC ADDRESS, LEVEL 2, OVERALL PLAN
76. PA-102BA 1/8" = 1'-0"	CONCOURSE B, PUBLIC ADDRESS, LEVEL 2, PART PLAN BA
77. PA-102BB 1/8" = 1'-0"	CONCOURSE B, PUBLIC ADDRESS, LEVEL 2, PART PLAN BB
78. PA-102BC 1/8" = 1'-0"	CONCOURSE B, PUBLIC ADDRESS, LEVEL 2, PART PLAN BC
79. PA-102BD 1/8" = 1'-0"	CONCOURSE B, PUBLIC ADDRESS, LEVEL 2, PART PLAN BD
80. PA-102BE 1/8" = 1'-0"	CONCOURSE B, PUBLIC ADDRESS, LEVEL 2, PART PLAN BE
81. PA-103 1" = 100'-0"	PUBLIC ADDRESS, LEVEL 3, OVERALL PLAN

82. PA-103BA CONCOURSE B, PUBLIC ADDRESS, LEVEL 3, PART PLAN BA
1/8" = 1'-0"

83. PA-103BB CONCOURSE B, PUBLIC ADDRESS, LEVEL 3, PART PLAN BB
1/8" = 1'-0"

84. PA-103BC CONCOURSE B, PUBLIC ADDRESS, LEVEL 3, PART PLAN BC
1/8" = 1'-0"

85. PA-103BD CONCOURSE B, PUBLIC ADDRESS, LEVEL 3, PART PLAN BD
1/8" = 1'-0"

86. PA-103BE CONCOURSE B, PUBLIC ADDRESS, LEVEL 3, PART PLAN BE
1/8" = 1'-0"

87. PA-301 PUBLIC ADDRESS, SINGLE LINE, DIAGRAMS
NTS

88. PA-801 PUBLIC ADDRESS, LOUDSPEAKER, MOUNTING DETAILS
NTS

Security

No. Drg No. Drawing Title
Scale

1. Z-001 SECURITY, DRAWING LIST
NTS

2. Z-002 SECURITY, SYMBOLS, NOTES, & ABBREVIATIONS
NTS

3. Z-101 SECURITY, LEVEL 1, OVERALL PLAN
1" = 100'-0"

4. Z-101BA CONCOURSE B, SECURITY, LEVEL 1, PART PLAN BA
1/8" = 1'-0"

5. Z-101BB CONCOURSE B, SECURITY, LEVEL 1, PART PLAN BB
1/8" = 1'-0"

6. Z-101BC CONCOURSE B, SECURITY, LEVEL 1, PART PLAN BC
1/8" = 1'-0"

7. Z-101BD CONCOURSE B, SECURITY, LEVEL 1, PART PLAN BD
1/8" = 1'-0"

8. Z-101BE CONCOURSE B, SECURITY, LEVEL 1, PART PLAN BE
1/8" = 1'-0"

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DRAWING LIST

9. Z-102 1" = 100'-0"	SECURITY, LEVEL 2, OVERALL PLAN
10. Z-102BA 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 2, PART PLAN BA
11. Z-102BB 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 2, PART PLAN BB
12. Z-102BC 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 2, PART PLAN BC
13. Z-102BD 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 2, PART PLAN BD
14. Z-102BE 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 2, PART PLAN BE
15. Z-103 1" = 100'-0"	SECURITY, LEVEL 3, OVERALL PLAN
16. Z-103BA 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 3, PART PLAN BA
17. Z-103BB 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 3, PART PLAN BB
18. Z-103BC 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 3, PART PLAN BC
19. Z-103BD 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 3, PART PLAN BD
20. Z-103BE 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 3, PART PLAN BE
21. Z-104 1" = 100'-0"	SECURITY, LEVEL 4, OVERALL PLAN
22. Z-104BA 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 4, PART PLAN BA
23. Z-104BB 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 4, PART PLAN BB
24. Z-104BC 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 4, PART PLAN BC
25. Z-104BD 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 4, PART PLAN BD

DRAWING LIST

26. Z-104BE 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 4, PART PLAN BE
27. Z-105BA,B 1/8" = 1'-0"	CONCOURSE B, SECURITY, LEVEL 5, PART PLAN BA/B
28. Z-401	SECURITY SYSTEMS PHYSICAL ARCH., ACCESS CONTROL, CCTV SURVEILLANCE, AND INTERCOM NTS
29. Z-801 NTS	SECURITY, DOOR DETAILS
30. Z-802 NTS	SECURITY, DOOR DETAILS
31. Z-803 NTS	SECURITY, CAMERA DETAILS

Concourse B – Airside Civil Drawing List

No. Drg No. Scale	**Drawing Title**
1. C-0000 NTS	GENERAL, Cover Sheet, Volume I of IV, Civil Engineering
2. C-0100 1" = 200'	GENERAL, Drawing Index
3. C-0200 1" = 200'	GENERAL, Location Plan
4. C-0300 1" = 200'	GENERAL, Part Plan Frame, Locations
5. C-0400 NTS	GENERAL, General Notes
6. C-0500 NTS	GENERAL, Erosion and, Sedimentation, Control Plan
7. C-2002 1" = 150'	AIRSIDE, Existing Conditions
8. C-2112 1" = 150'	AIRSIDE, Removal Details, Phase 1

SECTION 00 15 00

DRAWING LIST

9. C-2114 AIRSIDE, Removal Details, Phase 1, Part Plan 4
1" = 40'

10. C-2115 AIRSIDE, Removal Details, Phase 1, Part Plan 5
1" = 40'

11. C-2116 AIRSIDE, Removal Details, Phase 1, Part Plan 6
1" = 40'

12. C-2117 AIRSIDE, Removal Details, Phase 1, Part Plan 7
1" = 40'

13. C-2118 AIRSIDE, Removal Details, Phase 1, Part Plan 8
1" = 40'

14. C-2212 AIRSIDE, Aircraft Parking and, Equipment Layout, for Concourse 'B'
1" = 100'

15. C-2213 AIRSIDE, Aircraft Parking and, Equipment Layout for, Gates 20, 22, 24, and 26
1" = 30'

16. C-2214 AIRSIDE, Aircraft Parking and, Equipment Layout for, Gates 28, 30, 32 and 34
1" = 30'

17. C-2215 AIRSIDE, Aircraft Parking and, Equipment Locations for, Gates 36 and 38
1" = 30'

18. C-2216 AIRSIDE, Aircraft Parking and, Equipment Layout for, Gate 31
1" = 30'

19. C-2217 AIRSIDE, Aircraft Parking and, Equipment Layout for, Gate 41
1" = 30'

20. C-2218 AIRSIDE, Aircraft Parking and, Equipment Layout for, Gates 33, 35, 37 and 39
1" = 30'

21. C-2219 AIRSIDE, Aircraft Parking, and Layout for IAT and, DAL Hardstand Positions, 72, 73, and 74
1" = 30'

22. C-2230 AIRSIDE, Striping Removal Plan for, Gates 20, 22, and 24
1" = 30'

23. C-2231 AIRSIDE, Striping Removal Plan for, Gates 26, 28, and 30
1" = 30'

24. C-2232 AIRSIDE, Striping Removal Plan for, Gate 31 and VSR
1" = 30'

25. C-2233 AIRSIDE, Striping Removal Plan for, Hardstand Positions, 72 and 73
1" = 30'

DRAWING LIST

26. C-2250 AIRSIDE, Ramp Striping Co-ordinates, for Gates 20 and 22
1" = 20'

27. C-2251 AIRSIDE, Ramp Striping Co-ordinates, for Gates 24, 26 and 28
1" = 20'

28. C-2252 AIRSIDE, Ramp Striping Co-ordinates, for Gates 30, 32 and 34
1" = 20'

29. C-2253 AIRSIDE, Ramp Striping Co-ordinates, for Gates 36 and 38
1" = 20'

30. C-2254 AIRSIDE, Ramp Striping Co-ordinates, for Gates 31, 33 and 35
1" = 20'

31. C-2255 AIRSIDE, Ramp Striping Co-ordinates, for Gates 37, 39 and 41
1" = 20'

32. C-2256 AIRSIDE, Ramp Striping Co-ordinates, for Hardstand Positions, 72, 73, and 74
1" = 20'

33. C-2271 AIRSIDE, Taxilane and Vehicle, Service Road Striping, Co-ordinates, Part 1
1" = 30'

34. C-2272 AIRSIDE, Taxilane and Vehicle, Service Road Striping, Co-ordinates, Part 2
1" = 30'

35. C-2273 AIRSIDE, Taxilane and Vehicle, Service Road Striping, Co-ordinates, Part 3
1" = 30'

36. C-2274 AIRSIDE, Taxilane and Vehicle, Service Road Striping, Co-ordinates, Part 4
1" = 30'

37. C-2275 AIRSIDE, Taxilane and Vehicle, Service Road Striping, Co-ordinates, Part 5
1" = 30'

38. C-2276 AIRSIDE, Taxilane and Vehicle, Service Road Striping, Co-ordinates, Part 6
1" = 30'

39. C-2277 AIRSIDE, Taxilane and Vehicle, Service Road Striping, Co-ordinates, Part 7
1" = 30'

40. C-2290 AIRSIDE, Ramp Striping Details, and Specification for, Delta and IAT
NTS

41. C-2291 AIRSIDE, Taxilane, Release Lines,, and VSR Striping, Details and Specifications
NTS

42. C-2312 AIRSIDE, Pavement Construction, General Layout, Phase 1
1" = 150'

DRAWING LIST

43. C-2314 AIRSIDE, Pavement Construction, General Layout, Phase 1, Part Plan 4
1" = 40'

44. C-2315 AIRSIDE, Pavement Construction, General Layout, Phase 1, Part Plan 5
1" = 40'

45. C-2316 AIRSIDE, Pavement Construction, General Layout, Phase 1, Part Plan 6
1" = 40'

46. C-2317 AIRSIDE, Pavement Construction, General Layout, Phase 1, Part Plan 7
1" = 40'

47. C-2318 AIRSIDE, Pavement Construction, General Layout, Phase 1, Part Plan 8
1" = 40'

48. C-2412 AIRSIDE, Proposed Pavement, Isopach Phase 1
1" = 150'

49. C-2415 AIRSIDE, Proposed Pavement, Isopach - Phase 1, Part Plan 5
1" = 40'

50. C-2416 AIRSIDE, Proposed Pavement, Isopach - Phase 1, Part Plan 6
1" = 40'

51. C-2417 AIRSIDE, Proposed Pavement, Isopach - Phase 1, Part Plan 7
1" = 40'

52. C-2418 AIRSIDE, Proposed Pavement, Isopach - Phase 1, Part Plan 8
1" = 40'

53. C-2502 AIRSIDE, Proposed Pavement, Existing Grading
1" = 150'

54. C-2512 AIRSIDE, Proposed Pavement, Grading - Phase 1, General Layout
1" = 150'

55. C-2515 AIRSIDE, Proposed Pavement, Grading - Phase 1, Part Plan 5
1" = 40'

56. C-2516 AIRSIDE, Proposed Pavement, Grading - Phase 1, Part Plan 6
1" = 40'

57. C-2517 AIRSIDE, Proposed Pavement, Grading - Phase 1, Part Plan 7
1" = 40'

58. C-2518 AIRSIDE, Proposed Pavement, Grading - Phase 1, Part Plan 8
1" = 40'

59. C-2612 AIRSIDE, Pavement, Concrete Bay, Setting Out, Phase 1
1" = 150'

DRAWING LIST

60. C-261A AIRSIDE, Pavement, Concrete Bay, Setting Out, Phase 1 - Part Plan A
1" = 10'

61. C-261B AIRSIDE, Pavement, Concrete Bay, Setting Out, Phase 1 - Part Plan B
1" = 10'

62. C-261C AIRSIDE, Pavement, Concrete Bay, Setting Out, Phase 1 - Part Plan C
1" = 10'

63. C-261D AIRSIDE, Pavement, Construction Concrete, Bay Setting Out, Phase 1 - Part Plan D 1" = 10'

64. C-261E AIRSIDE, Pavement, Concrete Bay, Setting Out, Phase 1 - Part Plan E
1" = 10'

65. C-261F AIRSIDE, Pavement, Concrete Bay, Setting Out, Phase 1 - Part Plan F
1" = 10'

66. C-261G AIRSIDE, Pavement, Concrete Bay, Setting Out, Phase 1 - Part Plan G
1" = 10'

67. C-261H AIRSIDE, Pavement, Construction Concrete, Bay Setting Out, Phase 1 - Part Plan I 1" = 10'

68. C-261I AIRSIDE, Pavement, Construction Concrete, Bay Setting Out, Phase 1 - Part Plan I 1" = 10'

69. C-2802 AIRSIDE, Pavement, Construction, Standard Details
NTS

70. C-2803 AIRSIDE, Pavement, Construction, Typical Pavement, Sections
NTS

71. C-2804 AIRSIDE, Pavement, Construction, Standard Details
NTS

72. C-2805 AIRSIDE, Pavement, Construction, Standard Details
NTS

73. C-2900 AIRSIDE, Ground Service Equipment, Symbols and Abbreviations
AS SHOWN

74. C-2901 AIRSIDE, Ground Service Equipment, GSE Equipment Layout, Part 1
AS SHOWN

75. C-2902 AIRSIDE, Ground Service Equipment, GSE Equipment Layout, Part 2
AS SHOWN

76. C-2903 AIRSIDE, Ground Service Equipment, GSE Equipment Layout, Part 3
AS SHOWN

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77. C-2920 AIRSIDE, Ground Service Equipment, 400Hz Installation AS SHOWN

78. C-2930 AIRSIDE, Ground Service Equipment, PCA Installation, Part 1 AS SHOWN

79. C-2931 AIRSIDE, Ground Service Equipment, PCA Installation, Part 2 AS SHOWN

80. C-2940 AIRSIDE, Ground Service Equipment, Potable Water Cabinet, Layout, Part 1 AS SHOWN

81. C-2941 AIRSIDE, Ground Service Equipment, Potable Water Cabinet, Layout, Part 2 AS SHOWN

82. C-2942 AIRSIDE, Ground Service Equipment, Potable Water Cabinet, Layout, Part 3 AS SHOWN

83. C-2950 AIRSIDE, Ground Service Equipment, Aircraft Docking Guidance, Unit Installation, Part 1 AS SHOWN

84. C-2951 AIRSIDE, Ground Service Equipment, Aircraft Docking Guidance, Unit Installation, Part 2 AS SHOWN

85. C-2952 AIRSIDE, Ground Service Equipment, Aircraft Docking Guidance, Unit Installation, Part 3 AS SHOWN

86. C-2960 AIRSIDE, Ground Service Equipment, Passenger Boarding, Bridge One Line, Diagram AS SHOWN

87. C-2980 AIRSIDE, Ground Service Equipment, Passenger Boarding, Bridge Details AS SHOWN

88. C-2981 AIRSIDE, Ground Service Equipment, 400Hz Equipment, Details, Part 1 AS SHOWN

89. C-2982 AIRSIDE, Ground Service Equipment, 400Hz Equipment, Details, Part 2 AS SHOWN

90. C-2983 AIRSIDE, Ground Service Equipment, 400Hz Equipment, Details, Part 3 AS SHOWN

91. C-2984 AIRSIDE, Ground Service Equipment, PCA Equipment, Details, Part 1 AS SHOWN

92. C-2985 AIRSIDE, Ground Service Equipment, PCA Equipment, Details, Part 2 AS SHOWN

93. C-2986 AIRSIDE, Ground Service Equipment, PCA Equipment, Details, Part 3 AS SHOWN

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94. C-2987 AS SHOWN	AIRSIDE, Ground Service Equipment, Potable Water Cabinet, Details
95. C-2988 AS SHOWN	AIRSIDE, Ground Service Equipment, Aircraft Docking Guidance, Unit Details
96. C-3014 1" = 40'	UTILITIES, Proposed Composite, Phase 1, Part Plan 4
97. C-3015 1" = 40'	UTILITIES, Proposed Composite, Phase 1, Part Plan 5
98. C-3016 1" = 40'	UTILITIES, Proposed Composite, Phase 1, Part Plan 6
99. C-3017 1" = 40'	UTILITIES, Proposed Composite, Phase 1, Part Plan 7
100. C-3018 1" = 40'	UTILITIES, Proposed Composite, Phase 1, Part Plan 8
101. C-3100 1" = 150'	UTILITIES, Existing Electric, Site Wide
102. C-3110 1" = 150'	UTILITIES, Proposed Electric, Phase 1
103. C-3114 1" = 40'	UTILITIES, Proposed Electric, Phase 1, Part Plan 4
104. C-3115 1" = 40'	UTILITIES, Proposed Electric, Phase 1, Part Plan 5
105. C-3116 1" = 40'	UTILITIES, Proposed Electric, Phase 1, Part Plan 6
106. C-3117 1" = 40'	UTILITIES, Proposed Electric, Phase 1, Part Plan 7
107. C-3118 1" = 40'	UTILITIES, Proposed Electric, Phase 1, Part Plan 8
108. C-3140 AS NOTED	UTILITIES, Proposed Electric, Profiles
109. C-3141 AS NOTED	UTILITIES, Proposed Electric, Profiles
110. C-3170 NTS	UTILITIES, Existing Electric, One Line 5KV Feeder, Diagram

DRAWING LIST

111. C-3171 NTS	UTILITIES, Proposed Electric, One Line 5KV Feeder, Diagram, Phase 1
112. C-3180 NTS	UTILITIES, Electric Alignment, and Structure Tables
113. C-3190 NTS	UTILITIES, Electric Details
114. C-3200 1" = 150'	UTILITIES, Existing, Communication, Site Wide
115. C-3210 1" = 150'	UTILITIES, Proposed, Communications, Phase 1
116. C-3215 1" = 40'	UTILITIES, Proposed, Communications, Phase 1, Part Plan 5
117. C-3216 1" = 40'	UTILITIES, Proposed, Communications, Phase 1, Part Plan 6
118. C-3217 1" = 40'	UTILITIES, Proposed, Communications, Phase 1, Part Plan 7
119. C-3218 1" = 40'	UTILITIES, Proposed, Communications, Phase 1, Part Plan 8
120. C-3300 1" = 150'	UTILITIES, Existing Sanitary, Site Wide
121. C-3310 1" = 150'	UTILITIES, Proposed Sanitary, Phase 1
122. C-3314 1" = 40'	UTILITIES, Proposed Sanitary, Phase 1, Part Plan 4
123. C-3315 1" = 40'	UTILITIES, Proposed Sanitary, Phase 1, Part Plan 5
124. C-3316 1" = 40'	UTILITIES, Proposed Sanitary, Phase 1, Part Plan 6
125. C-3318 1" = 40'	UTILITIES, Proposed Sanitary, Phase 1, Part Plan 8
126. C-3340 AS NOTED	UTILITIES, Proposed Sanitary, Profiles, Sheet 1 of 1
127. C-3390 NTS	UTILITIES, Sanitary Details

DRAWING LIST

128. C-3391 NTS	UTILITIES, Sanitary Lift Station, Details
129. C-3392 NTS	UTILITIES, Sanitary, Cross Sections, and Schedules
130. C-3400 1" = 150'	UTILITIES, Existing Water, Site Wide
131. C-3410 1" = 150'	UTILITIES, Proposed Water, Phase 1
132. C-3414 1" = 40'	UTILITIES, Proposed Water, Phase 1, Part Plan 4
133. C-3415 1" = 40'	UTILITIES, Proposed Water, Phase 1, Part Plan 5
134. C-3416 1" = 40'	UTILITIES, Proposed Water, Phase 1, Part Plan 6
135. C-3418 1" = 40'	UTILITIES, Proposed Water, Phase 1, Part Plan 8
136. C-3440 AS NOTED	UTILITIES, Proposed Water, Profiles, Sheet 1 of 1
137. C-3490 AS NOTED	UTILITIES, Water Details
138. C-3491 AS NOTED	UTILITIES, Water Details
139. C-3800 AS SHOWN	UTILITIES, GSE Fueling Facility, Partial Site Plan
140. C-3801 AS SHOWN	UTILITIES, GSE Fueling Facility, Soil Management, Plan
141. C-3810 AS SHOWN	UTILITIES, GSE Fueling Facility, Tank Details
142. C-3811 AS SHOWN	UTILITIES, GSE Fueling Facility, Piping Plan
143. C-3812 AS SHOWN	UTILITIES, GSE Fueling Facility, Dispenser and, Miscellaneous Details
144. C-3813 AS SHOWN	UTILITIES, GSE Fueling Facility, UST Vault Details

DRAWING LIST

145. C-3814 UTILITIES, GSE Fueling Facility, Oil Water Separator and, Miscellaneous Drainage, Details
AS SHOWN

146. C-3815 UTILITIES, GSE Fueling Facility, Tank and Piping Details
AS SHOWN

147. C-3816 UTILITIES, GSE Fueling Facility, Electrical Shed Details
AS SHOWN

148. C-3820 UTILITIES, GSE Fueling Facility, Fuel System, Electric Schematic
AS SHOWN

149. C-3821 UTILITIES, GSE Fueling Facility, Fuel System, Power Plan
AS SHOWN

150. C-3822 UTILITIES, GSE Fueling Facility, Fuel System, NEC Hazard Zone Plan, and Fuel Mgt.Schematic

AS SHOWN

151. C-3830 UTILITIES, GSE Fueling Facility, Fuel System, Fire Suppression, System Details
AS SHOWN

152. C-3831 UTILITIES, GSE Fueling Facility, Digital Cellular, Communications Details
AS SHOWN

153. C-3840 UTILITIES, GSE Fueling Facility, Shoring Details
AS SHOWN

154. C-4000 STORMWATER, Existing Conditions, Site Wide
1" = 150'

155. C-4010 STORMWATER, Existing Watersheds, Site Wide
1" = 200'

156. C-4200 STORMWATER, Proposed Watersheds, Site Wide
1" = 200'

157. C-4210 STORMWATER, Proposed Design Phase 1, Site Wide
1" = 150'

158. C-4215 STORMWATER, Proposed Design, Part Plan 5
1" = 40'

159. C-4216 STORMWATER, Proposed Design, Part Plan 6
1" = 40'

160. C-4217 STORMWATER, Proposed Design, Part Plan 7
1" = 40'

161. C-4218 STORMWATER, Proposed Design, Part Plan 8

DRAWING LIST

1" = 40'

162. C-4400 UTILITIES, Proposed Storm, Profiles
AS NOTED

163. C-4500 STORMWATER, Setting Out, and Schedule
1" = 40'

164. C-4900 STORMWATER, Details, Sheet 1 of 3
N.T.S.

165. C-4910 STORMWATER, Details, Sheet 2 of 3
N.T.S.

166. C-4920 STORMWATER, Details, Sheet 3 of 3
N.T.S.

167. C-7000 CONSTRUCTION, STAGING, Airside and Concourse, Stage 0, (Existing Conditions) 1" = 150'

168. C-7010 CONSTRUCTION, STAGING, Airside and Concourse, Stage 1
1" = 150'

169. C-7020 CONSTRUCTION, STAGING, Airside and Concourse, Stage 2
1" = 150'

170. C-7030 CONSTRUCTION, STAGING, Airside and Concourse, Stage 3
1" = 150'

171. C-7040 CONSTRUCTION, STAGING, Airside and Concourse, Stage 4A
1" = 150'

172. C-7050 CONSTRUCTION, STAGING, Airside and Concourse, Stage 4B
1" = 150'

173. C-7060 CONSTRUCTION, STAGING, Airside and Concourse, Stage 5, Phase 1 Complete
1" = 150'

Concourse B – Hydrant Fueling Drawing List

1- C-3700 HYDRANT FUELING EXTENTS, LOCATION PLAN & DRAWING INDEX
2- C-3701 HYDRANT FUELING FUEL LEGEND
3- C-3702 HYDRANT FUELING FUEL ABBREVIATIONS
4- C-3703 HYDRANT FUELING EXISTING CONDITIONS
5- C-3704 HYDRANT FUELING GENERAL NOTES & FINAL OVERALL LAYOUT
6- C-3705 HYDRANT FUELING PHASE 1 EXTENTS
7- C-3706 HYDRANT FUELING CONSTRUCTION SEQUENCING PLAN
8- C-3707 HYDRANT FUELING FUEL PIPING & AIRCRAFT LAYOUT PLAN
9- C-3708 HYDRANT FUELING EXISTING FUEL SYSTEM DEMOLITION PLAN SHEET 1
10- C-3709 HYDRANT FUELING EXISTING FUEL SYSTEM DEMOLITION PLAN SHEET 2

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11- C-3710	HYDRANT FUELING PARTIAL PLAN - 1
12- C-3711	HYDRANT FUELING PARTIAL PLAN – 2
13- C-3712	HYDRANT FUELING GATES 30 & 31 HYDRANT PITS PARTIAL PLAN – 3
14- C-3713	HYDRANT FUELING HARDSTAND 61 AREA PARTIAL PLAN -4
15- C-3720	HYDRANT FUELING VAULT LAYOUT PLAN
16- C-3721	HYDRANT FUELING PROFILES SHEET 1
17- C-3722	HYDRANT FUELING PROFILES SHEET 2
18- C-3723	HYDRANT FUELING CATHODIC PROTECTION PLAN
19- C-3724	HYDRANT FUELING CATHODIC PROTECTION DETAILS SHEET 1
20- C-3725	HYDRANT FUELING CATHODIC PROTECTION DETAILS SHEET 2
21- C-3726	HYDRANT FUELING CATHODIC PROTECTION DETAILS SHEET 3
22- C-3730	HYDRANT FUELING IVV-B1 PLAN & ELEVATIONS
23- C-3731	HYDRANT FUELING IVV-B2 PLAN & ELEVATIONS
24- C-3732	HYDRANT FUELING IVV-B3 PLAN & ELEVATIONS
25- C-3733	HYDRANT FUELING IVV-B4 PLAN & ELEVATIONS
26- C-3734	HYDRANT FUELING VAULT DETAILS SHEET 1
27- C-3735	HYDRANT FUELING VAULT DETAILS SHEET 2
28- C-3736	HYDRANT FUELING PIPING DETAILS SHEET 1
29- C-3737	HYDRANT FUELING PIPING DETAILS SHEET 2
30- C-3738	HYDRANT FUELING PIPING DETAILS SHEET 3
31- C-3750	HYDRANT FUELING IVV-B1 STRUCTURAL PLANS
32- C-3751	HYDRANT FUELING IVV-B2 STRUCTURAL PLANS
33- C-3752	HYDRANT FUELING IVV-B3 STRUCTURAL PLANS
34- C-3753	HYDRANT FUELING IVV-B4 STRUCTURAL PLANS
35- C-3754	HYDRANT FUELING VAULTS STRUCTURAL REMOVABLE GRATING PLANS & SECTIONS
36- C-3755	HYDRANT FUELING IVV-B1 THROUGH IVV B-4 STRUCTURAL SECTIONS & DETAILS
37- C-3756	HYDRANT FUELING IVV-A1 PLAN & ELEVATIONS
38- C-3760	HYDRANT FUELING 404 DISTRIBUTION SYSTEM FLOW DIAGRAM SHEET 1
39- C-3761	HYDRANT FUELING 404 DISTRIBUTION SYSTEM FLOW DIAGRAM SHEET 2
40- C-3762	HYDRANT FUELING SATELLITE FUEL FARM SYSTEM 404-3 PHASE I LAYOUT
41- C-3763	HYDRANT FUELING SATELLITE FUEL FARM SYSTEM 404-4 PHASE 2 LAYOUT
42- C-3764	HYDRANT FUELING SATELLITE FUEL FARM SYSTEM 404-2 PHASE 3 LAYOUT
43- C-3765	HYDRANT FUELING SATELLITE FUEL FARM SYSTEM 404-1 PHASE 4 LAYOUT
44- C-3766	HYDRANT FUELING SATELLITE FUEL FARM SYSTEM 404 DETAILS SHEET 1
45- C-3767	HYDRANT FUELING SATELLITE FUEL FARM SYSTEM 404 DETAILS SHEET 2
46- C-3768	HYDRANT FUELING VALVE SCHEMATICS EXISTING & NEW CONTROL PILOTS
47- C-3770	HYDRANT FUELING ELECTRICAL LEGEND
48- C-3772	HYDRANT FUELING EFSO ELECTRICAL SITE PLAN
49- C-3773	HYDRANT FUELING BUILDING ROOM PLAN & ELEVATIONS

DRAWING LIST

50-	C-3775	HYDRANT FUELING WIRING DIAGRAMS
51-	C-3777	HYDRANT FUELING EFSO & ELECTRICAL DETAILS
52-	C-3779	HYDRANT FUELING ELECTRICAL SCHEDULES
53-	C-3780	HYDRANT FUELING IVV-B1 & B2 ELECTRICAL LAYOUT
54-	C-3782	HYDRANT FUELING IVV-B3 & B4 ELECTRICAL LAYOUT
55-	C-3783	HYDRANT FUELING SATELLITE FUEL FARM ELECTRICAL OVERVIEW PLAN
56-	C-3784	HYDRANT FUELING SATELLITE FUEL FARM - SYSTEM 404 ELECTRICAL PLAN
57-	C-3785	HYDRANT FUELING SATELLITE FUEL FARM - SYSTEM 404 I/O MODIFICATIONS
58-	C-3786	HYDRANT FUELING SATELLITE FUEL FARM - SYSTEM 404 PANEL DETAILS
59-	C-3787	HYDRANT FUELING SATELLITE FUEL FARM - PUMP & HEADER MODIFICATIONS
60-	C-3788	HYDRANT FUELING SATELLITE FUEL FARM - BUILDING 241 PLAN
61-	C-3790	HYDRANT FUELING SATELLITE FUEL FARM – PLC DELTA DETAILS
62-	C-3792	HYDRANT FUELING SATELLITE FUEL FARM – 4160V STARTER MODIFICATIONS
63-	C-3793	HYDRANT FUELING SATELLITE FUEL FARM – 4160V STARTER REFERENCE
64-	C-3795	HYDRANT FUELING SATELLITE FUEL FARM – EFSO & TANK LLCO MODIFICATIONS
65-	C-3796	HYDRANT FUELING SATELLITE FUEL FARM – CABLE & CONDUIT SCHEDULES
66-	C-3798	HYDRANT FUELING SATELLITE FUEL FARM – NETWORK DIAGRAM

Concourse B – Foundations and Structure Drawing List

No.	**Drg No.**	**Drawing Title**	**Scale**
1.	S-001	DRAWING LIST	12" = 1'-0"
2.	S-002	STRUCTURAL, SYMBOLS AND, ABBREVIATIONS	12" = 1'-0"
3.	S-003	STRUCTURAL, GENERAL NOTES	12" = 1'-0"
4.	S-011	STRUCTURAL, LOADING PLAN, SHEET 1	As indicated
5.	S-012	STRUCTURAL, LOADING PLAN, SHEET 2	As indicated
6.	S-013	STRUCTURAL, LOADING PLAN, SHEET 3	

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As indicated

7. S-014 As indicated	STRUCTURAL, LOADING PLAN, SHEET 4
8. S-015 As indicated	STRUCTURAL, LOADING PLAN, SHEET 5
9. S-016 As indicated	STRUCTURAL, LOADING PLAN, SHEET 6
10. SD-101Q 1/8" = 1'-0"	LEVEL 1, CONCOURSE B, STRUCTURAL, DEMOLITION, PARTIAL PLAN Q
11. SD-101R 1/8" = 1'-0"	LEVEL 1, CONCOURSE B, STRUCTURAL, DEMOLITION, PARTIAL PLAN R
12. SD-101S 1/8" = 1'-0"	LEVEL 1, CONCOURSE B, STRUCTURAL, DEMOLITION, PARTIAL PLAN S
13. SD-101T 1/8" = 1'-0"	LEVEL 1, CONCOURSE B, STRUCTURAL, DEMOLITION, PARTIAL PLAN T
14. SD-101U 1/8" = 1'-0"	LEVEL 1, CONCOURSE B, STRUCTURAL, DEMOLITION, PARTIAL PLAN U
15. SD-101V 1/8" = 1'-0"	LEVEL 1, CONCOURSE B, STRUCTURAL, DEMOLITION, PARTIAL PLAN V
16. S-101Q 1/8" = 1'-0"	LEVEL 1, CONCOURSE B, STRUCTURAL, PARTIAL PLAN Q
17. S-101R 1/8" = 1'-0"	LEVEL 1, CONCOURSE B, STRUCTURAL, PARTIAL PLAN R
18. S-101S 1/8" = 1'-0"	LEVEL 1, CONCOURSE B, STRUCTURAL, PARTIAL PLAN S
19. S-101T 1/8" = 1'-0"	LEVEL 1, CONCOURSE B, STRUCTURAL, PARTIAL PLAN T
20. S-101U 1/8" = 1'-0"	LEVEL 1, CONCOURSE B, STRUCTURAL, PARTIAL PLAN U
21. S-101V 1/8" = 1'-0"	LEVEL 1, CONCOURSE B, STRUCTURAL, PARTIAL PLAN V
22. S-100BA 1/8" = 1'-0"	CONCOURSE B, PILING, PARTIAL PLAN BA
23. S-100BB	CONCOURSE B, PILING, PARTIAL PLAN BB

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DRAWING LIST

1/8" = 1'-0"

24. S-100BC CONCOURSE B, PILING, PARTIAL PLAN BC
1/8" = 1'-0"

25. S-100BD CONCOURSE B, PILING, PARTIAL PLAN BD
1/8" = 1'-0"

26. S-100BE CONCOURSE B, PILING, PARTIAL PLAN BE
1/8" = 1'-0"

27. S-101BA LEVEL 1, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BA
1/8" = 1'-0"

28. S-101BB LEVEL 1, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BB
1/8" = 1'-0"

29. S-101BC LEVEL 1, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BC
1/8" = 1'-0"

30. S-101BD LEVEL 1, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BD
1/8" = 1'-0"

31. S-101BE LEVEL 1, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BE
1/8" = 1'-0"

32. S-102BA LEVEL 2, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BA
1/8" = 1'-0"

33. S-102BB LEVEL 2, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BB
1/8" = 1'-0"

34. S-102BC LEVEL 2, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BC
1/8" = 1'-0"

35. S-102BD LEVEL 2, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BD
1/8" = 1'-0"

36. S-102BE LEVEL 2, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BE
1/8" = 1'-0"

37. S-103BA LEVEL 3, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BA
1/8" = 1'-0"

38. S-103BB LEVEL 3, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BB
1/8" = 1'-0"

39. S-103BC LEVEL 3, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BC
1/8" = 1'-0"

40. S-103BD LEVEL 3, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BD
1/8" = 1'-0"

DRAWING LIST

41. S-103BE LEVEL 3, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BE
1/8" = 1'-0"

42. S-104BA ROOF LEVEL, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BA
1/8" = 1'-0"

43. S-104BB ROOF LEVEL, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BB
1/8" = 1'-0"

44. S-104BC ROOF LEVEL, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BC
1/8" = 1'-0"

45. S-104BD ROOF LEVEL, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BD
1/8" = 1'-0"

46. S-104BE ROOF LEVEL, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BE
1/8" = 1'-0"

47. S-105BA LEVEL 5, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BA
1/8" = 1'-0"

48. S-105BB LEVEL 5, CONCOURSE B, STRUCTURAL, FRAMING, PARTIAL PLAN BB
1/8" = 1'-0"

49. S-301BA LEVEL 1, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BA
1/8" = 1'-0"

50. S-301BB LEVEL 1, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BB
1/8" = 1'-0"

51. S-301BC LEVEL 1, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BC
1/8" = 1'-0"

52. S-301BD LEVEL 1, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BD
1/8" = 1'-0"

53. S-301BE LEVEL 1, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BE
1/8" = 1'-0"

54. S-302BA LEVEL 2, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BA
1/8" = 1'-0"

55. S-302BB LEVEL 2, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BB
1/8" = 1'-0"

56. S-302BC LEVEL 2, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BC
1/8" = 1'-0"

57. S-302BD LEVEL 2, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BD
1/8" = 1'-0"

58. S-302BE LEVEL 2, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BE

1/8" = 1'-0"

59. S-303BA LEVEL 3, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BA
1/8" = 1'-0"

60. S-303BB LEVEL 3, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BB
1/8" = 1'-0"

61. S-303BC LEVEL 3, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BC
1/8" = 1'-0"

62. S-303BD LEVEL 3, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BD
1/8" = 1'-0"

63. S-303BE LEVEL 3, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BE
1/8" = 1'-0"

64. S-304BA ROOF LEVEL, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BA
1/8" = 1'-0"

65. S-304BB ROOF LEVEL, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BB
1/8" = 1'-0"

66. S-304BC ROOF LEVEL, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BC
1/8" = 1'-0"

67. S-304BD ROOF LEVEL, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BD
1/8" = 1'-0"

68. S-304BE ROOF LEVEL, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BE
1/8" = 1'-0"

69. S-305BA LEVEL 5, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BA
1/8" = 1'-0"

70. S-305BB LEVEL 5, CONCOURSE B, REINFORCEMENT, PARTIAL PLAN BB
1/8" = 1'-0"

71. S-511 CONCOURSE B, STRUCTURAL, BRACED FRAME, ELEVATION, SHEET 1
1/8" = 1'-0"

72. S-512 CONCOURSE B, STRUCTURAL, BRACED FRAME, ELEVATION, SHEET 2
1/8" = 1'-0"

73. S-513 CONCOURSE B, STRUCTURAL, BRACED FRAME, ELEVATION, SHEET 3
1/8" = 1'-0"

74. S-514 CONCOURSE B, STRUCTURAL, BRACED FRAME, ELEVATION, SHEET 4
1/8" = 1'-0"

75. S-531 CONCOURSE B, NORTH RETAIL, NODE, SECTIONS
As indicated

DRAWING LIST

76. S-601 1/8" = 1'-0"	FIXED BRIDGE, FRAMING PLAN, AND SECTIONS
77. S-602 As indicated	FIXED BRIDGE, SECTIONS AND, ELEVATIONS
78. S-621 1/4" = 1'-0"	CONCOURSE B, SAWTOOTH ROOF, PARTIAL PLAN
79. S-651 SECTIONS	CONCOURSE B, ELEVATOR TYPE 2 & STAIR TYPE 1, ENLARGE PLANS & As indicated
80. S-652 1/4" = 1'-0"	CONCOURSE B, STAIR/ELEVATOR, TYPE 3, ENLARGE PLANS & SECTIONS
81. S-653 SECTIONS	CONCOURSE B, EXIT STAIR TYPE 4 AND TYPE 1 ENLARGE PLANS & 1/4" = 1'-0"
82. S-701 As indicated	PILE AND PILE CAP, TYPICAL DETAILS, SHEET 1
83. S-702 As indicated	PILE AND PILE CAP, TYPICAL DETAILS, SHEET 2
84. S-711 As indicated	STRUCTURAL, TYPICAL DETAILS, CONCRETE, SHEET 1
85. S-712 As indicated	STRUCTURAL, TYPICAL DETAILS, CONCRETE, SHEET 2
86. S-713 As indicated	STRUCTURAL, TYPICAL DETAILS, CONCRETE, SHEET 3
87. S-714 As indicated	STRUCTURAL, TYPICAL DETAILS, CONCRETE, SHEET 4
88. S-715 As indicated	STRUCTURAL, TYPICAL DETAILS, CONCRETE, SHEET 5
89. S-721 As indicated	STRUCTURAL, DETAILS, CONCRETE, SHEET 1
90. S-722 As indicated	STRUCTURAL, DETAILS, CONCRETE, SHEET 2
91. S-723 As indicated	STRUCTURAL, DETAILS, CONCRETE, SHEET 3
92. S-724 As indicated	STRUCTURAL, DETAILS, CONCRETE, SHEET 4
93. S-725	STRUCTURAL, DETAILS, CONCRETE, SHEET 5

As indicated

94. S-726 STRUCTURAL, DETAILS, CONCRETE, SHEET 6
As indicated

95. S-751 STRUCTURAL, TYPICAL, BRACED FRAME, CONNECTION, DETAILS - SHEET 1 As indicated

96. S-752 STRUCTURAL, TYPICAL, BRACED FRAME, CONNECTION, DETAILS - SHEET 2 As indicated

97. S-753 STRUCTURAL, TYPICAL DETAILS, STEEL, SHEET 3
As indicated

98. S-754 STRUCTURAL, TYPICAL DETAILS, STEEL, SHEET 4
As indicated

99. S-755 STRUCTURAL, TYPICAL DETAILS, STEEL, SHEET 5
As indicated

100. S-756 STRUCTURAL, TYPICAL DETAILS, STEEL, SHEET 6
As indicated

101. S-771 STRUCTURAL, DETAILS, STEEL, SHEET 1
As indicated

102. S-772 STRUCTURAL, DETAILS, STEEL, SHEET 2
As indicated

103. S-773 STRUCTURAL, DETAILS, STEEL, SHEET 3
As indicated

104. S-774 SAWTOOTH ROOF, DETAILS
As indicated

105. S-775 STRUCTURAL, FACADE, CONNECTION, DETAILS
As indicated

106. S-776 STRUCTURAL, STRUT, CONNECTION, DETAIL
As indicated

107. S-777 STRUCTURAL, STRUT, CONNECTION, DETAILS
As indicated

108. S-778 FIXED BRIDGE, STEEL DETAILS
As indicated

109. S-781 STRUCTURAL, STAIR AND, ELEVATOR, DETAILS
As indicated

110. S-782 STRUCTURAL, STAIR AND, ELEVATOR, DETAILS
As indicated

SECTION 00 15 00

DRAWING LIST

111. S-901 As indicated	CONCOURSE B, STRUCTURAL, COLUMN, SCHEDULE, SHEET 1
112. S-902 As indicated	CONCOURSE B, STRUCTURAL, COLUMN, SCHEDULE, SHEET 2
113. S-903 As indicated	CONCOURSE B, STRUCTURAL, COLUMN, SCHEDULE, SHEET 3
114. S-904 As indicated	EXTERIOR STAIR & ELEVATOR, COLUMN SCHEDULE
115. S-905 As indicated	FIXED BRIDGE, COLUMN, SCHEDULE
116. S-911 As indicated	STEEL BEAM SCHEDULE

END OF DRAWING LIST

SCHEDULE 6-3

Standard Draw Documentation

[see attached]

SCHEDULE 6-3 TO THE ANCHOR TENANT AGREEMENT,

STANDARD DRAW DOCUMENT

[Date]

JFK International Air Terminal LLC
[Address]

Draw Document Number [ ]

This Standard Draw Document is delivered pursuant to Section 6.01(f) of the Anchor Tenant Agreement, dated as of _____, 2010, between JFK International Air Terminal LLC ("IAT") and Delta Air Lines, Inc. ("Delta") to enable IAT to prepare and submit a Series 8 Requisition Certificate pursuant to the Sixth Supplemental Trust Administration Agreement, dated as of _____, 2010 (the "TAA"), by and between IAT and The Bank of New York Mellon, as Trustee, with respect to the Series 8 Bonds and the 2010 Expansion Project. Any capitalized term used in this Standard Draw Document without definition shall have the meaning specified in the TAA.

Delta hereby requests IAT to prepare a Series 8 Requisition Certificate instructing the Trustee to make payments in the amount[s] and to the person[s] (which may include IAT, the Trustee or the Authority) and at the address[es] or pursuant to the wire instructions or, in the case of payment to the Series 8 Interest Account in the Bond Fund (a "Series 8 Debt Service Requisition"), in accordance with attached instructions to make such payment thereto for such purpose, for the elements of the 2010 Expansion Project, each as specified on Schedule 1 to this Standard Draw Document, and represents as follows:

(i) The obligation to pay (or to reimburse a person for paying) each such amount has been incurred and the amount thereof constitutes a 2010 Expansion Project Cost and is a proper charge against the Series 8 Account in the Construction Fund;

(ii) Schedule 1 to this Standard Draw Document describes in reasonable detail, except in the case of a Series 8 Debt Service Requisition, the purpose for which the obligation to pay (or to reimburse a person for paying) each such amount was incurred;

(iii) The obligation to pay (or to reimburse a person for paying) each such amount has not been the basis of any previous withdrawal from the Series 8 Account in the Construction Fund (unless the amount of such previous withdrawal was subsequently reimbursed to the Series 8 Account in the Construction Fund);

(iv) The payment of the amount(s) specified on Schedule 1 to this Standard Draw Document from the Series 8 Account in the Construction Fund will not render the certification provided in Section 3.2(A), (B) or (C) of the TAA untrue; and

(v) Schedule 2 to this Standard Draw Document correctly reflects the status of payments and expenditures for 2010 Expansion Project Costs from the Series 8 Bond Proceeds to the best of the knowledge of the undersigned.

The undersigned certifies that he is authorized to submit this Standard Draw Document.

DELTA AIR LINES, INC.

By _____

Title:

Schedule 1

Standard Draw Document Number [ ]

Name of Payee	Address/ Wiring Instructions	Amount to be Paid	Element of the 2010 Expansion Project	Purpose

Schedule 2

Standard Draw Document Number [ ]

Set forth below is a summary of payments and expenditures for 2010 Expansion Project Costs from the Series 8 Bond Proceeds as of the date of this Standard Draw Document:

Expenditure Category	**Costs Previously Paid and/or Requisitioned**	**Costs Included in This Standard Draw Document**	**Costs Paid and/or Requisitioned To Date**
Headhouse Improvements			
Concourse B Expansion			
Interest During Construction			
Issuance Costs			
Amount expended pursuant to Section 3.2(B) of the TAA			
Column Totals			

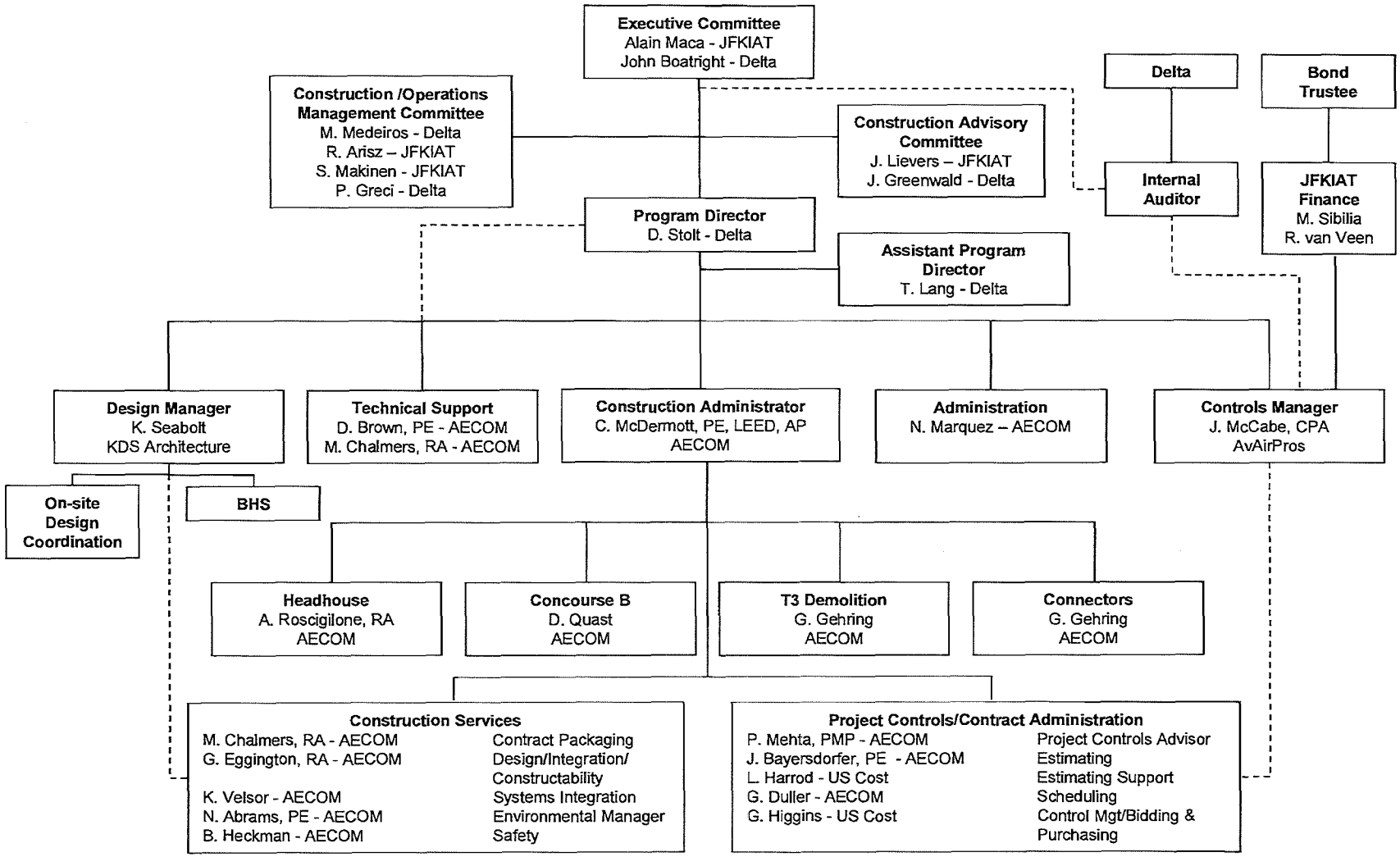
SCHEDULE 6-4

Phase I IAT Project Management Structure

[see attached]

SCHEDULE 6-4

Phase I IAT Project Management Structure



NY1 7395615

SCHEDULE 7-1

Pre-DBO Rent (with per gate increases)

[see attached]

SCHEDULE 7-1

Calculation of Pre-DBO Rent

Delta shall pay the following amounts for the applicable portions of the Pre-DBO Delta Premises specified below as "**Pre-DBO Rent**":

1) **Concourse B Gates 20, 22 and 24, Departures Level Check-in Counters - Row 5, Counters 415.115 and 415.117, Three Curbside Positions at Door #3, and Baggage Make-up Areas 5-1A/B and 5-2A/B:** Thirty Four Million and 00/100 Dollars ($34,000,000.00) per calendar year (prorated for partial calendar years) in twelve (12) equal monthly installments, which shall be increased as of the first day of each calendar year by an amount equal to (x) the then existing rate multiplied by (y) the Annual Percentage Increase. An amount equal to $11,333,334.00 shall be added to the amount specified in the preceding sentence upon the date that each Additional Phase I Gate is added to the Delta Premises (effective as of the date of such addition and prorated for partial calendar years), provided that a commensurate amount (to be determined by the amounts specified in the title of this paragraph) of departures level check-in counters and baggage make-up areas are included in the Delta Premises simultaneously. If an Additional Phase I Gate is added to the Delta Premises without the commensurate amount of departures level check-in counters or baggage make-up areas, then the annual charge for such Additional Phase I Gate shall be equitably reduced.

2) **Counters 415.023 and 415.025:** Eight Thousand Seventy Five and 54/100 Dollars ($8,075.54) per counter per calendar year (prorated for partial calendar years) payable in twelve (12) equal monthly installments, which shall be increased as of the first day of each calendar year by an amount equal to (x) the then existing rate multiplied by (y) the Annual Percentage Increase.

3) **Delta Support Space Location Numbers 172.004, 172.006, 172.010, 272.054, 272.076, 272.030 and 114.106:** Eighty Five Dollars ($85.00) per square foot per calendar year (prorated for partial calendar years) payable in twelve (12) equal monthly installments, which shall be increased as of the first day of each calendar year by an amount equal to (x) the then existing rate multiplied by (y) the Annual Percentage Increase.

4) **Former Northwest Support Space 263.004(a), 161.107, MT1-258, and 114.008:** Eighty Seven and 13/100 Dollars ($87.13) per square foot per calendar year (prorated for partial calendar years) payable in twelve (12) equal monthly installments, which shall be increased as of the first day of each calendar year by an amount equal to (x) the then existing rate multiplied by (y) the Annual Percentage Increase.

5) **Hardstand Positions 71, 74, 75, 76 and 77:** Six Hundred Fifty Nine Thousand Three Hundred Nine and 73/100 Dollars ($659,309.73) per Hardstand Position per calendar year (prorated for partial calendar years) payable in twelve (12) equal monthly installments, which shall be increased as of the first day of each calendar year by an amount equal to (x) the then existing rate multiplied by (y) the Annual Percentage Increase. An amount equal to the then

existing rate per Hardstand Position specified in the preceding sentence shall be subtracted from the above amount for each such Hardstand Position that is removed from the Delta Premises (effective as of the date of such removal and prorated for partial calendar years).

6) **Hardstand Positions 72-73:** Six Hundred Forty Three Thousand Two Hundred Twenty Nine and 00/100 Dollars ($643,229.00) per Hardstand Position per calendar year (prorated for partial calendar years) payable in twelve (12) equal monthly installments, which shall be increased as of the first day of each calendar year by an amount equal to (x) the then existing rate multiplied by (y) the Annual Percentage Increase. An amount equal to the then existing rate per Hardstand Position specified in the preceding sentence shall be subtracted from the above amount for each such Hardstand Position that is removed from the Delta Premises (effective as of the date of such removal and prorated for partial calendar years).

7) **Ramp Control Tower Space Fee:** Seventy Six and 88/100 Dollars ($76.88) per square foot per calendar year (prorated for partial calendar years) payable in twelve (12) equal monthly installments, which shall be increased as of the first day of each calendar year by an amount equal to (x) the then existing rate multiplied by (y) the Annual Percentage Increase.

8) **Arrivals Hall Service Center 112.021:** Forty and 00/100 Dollars ($40.00) per square foot per calendar year (prorated for partial calendar years) payable in twelve (12) equal monthly installments, which shall be increased as of the first day of each calendar year by an amount equal to (x) the then existing rate multiplied by (y) the Annual Percentage Increase

For purposes of this Schedule 7-1 only, "**Annual Percentage Increase**" means the percentage increase, as set forth below:

2011 - 2.5%
2012 - 2.5%
2013 - 2.0%
2014 - 2.0%

SCHEDULE 7-2

RESERVED

at its option, pursue any one or more of the following remedies, upon not less than 10 Business Days notice to IAT:

(a) bring a suit, action or proceeding (summary or otherwise) before any court of competent jurisdiction for any charges, payments or credits required to be paid or credited by IAT to Delta pursuant to this Agreement that are due and owing to Delta, and for all costs and expenses incurred by Delta related thereto, including reasonable attorneys' fees; and/or

(b) bring a suit, action or proceeding (summary or otherwise) before any court of competent jurisdiction for actual compensatory damages, and for all costs and expenses incurred by Delta related thereto, including reasonable attorneys' fees; and/or

(c) exercise any and all of its rights and remedies available to Delta under Section 365(h) and the other applicable provisions of the United States Bankruptcy Code; and/or

(d) [Reserved]; and/or

(e) cure the IAT Event of Default (other than any IAT Event of Default in respect of IAT's provision of O&M Services), in which case IAT shall reimburse Delta for the costs and expenses incurred by Delta to cure such IAT Event of Default, including reasonable attorneys' fees, upon demand, including an itemization in reasonable detail of such costs and expenses and accompanied by reasonable evidence of the payment of such costs and expenses, together with interest on such costs and expenses paid by Delta at the rate per annum equal to the Prime Rate plus 2% or the highest rate permitted under applicable Law (whichever is less) from the date the same were paid by Delta to the date the same are repaid by IAT; and/or

(f) upon the occurrence of an IAT Event of Default pursuant to Section 27.02 or, if as a result of any other IAT Event of Default Delta has been deprived of its right to use and occupy the Delta Premises or a material portion thereof for a period of at least 30 days, terminate this Agreement, in which event Delta shall vacate the Delta Premises and surrender the same to IAT pursuant to Section 25.01 on the termination date specified in Delta's notice of termination; and, upon such termination, Delta shall have no further obligations or liabilities hereunder, except for such obligations and liabilities outstanding at the time of such termination or as expressly provided herein to survive the expiration or termination hereof; and/or

(g) without duplication of any remedy described in paragraphs (a) – (f) hereof, exercise any other rights or remedies available to Delta under this Agreement, under any other applicable agreement, under applicable Law or otherwise, subject to the provisions of this Agreement limiting or restricting liability or remedies.

Section 27.07. *No Implied Waiver.* Delta's payment of Rent hereunder during any period of time when it has the right to terminate or to pursue any other remedies pursuant to this Section shall not be construed as a waiver of such right to terminate or to pursue such other remedies.

Section 27.08. *Cumulative Remedies.* All rights and remedies available to Delta under this Agreement shall be cumulative and additional to, and not in lieu or exclusive of, any other rights and remedies available to Delta under this Agreement, under any other applicable agreement, under applicable Law or otherwise, subject to the provisions of this Agreement limiting or restricting liability or remedies. The exercise by Delta of any right or remedy under this Agreement shall not prevent Delta from exercising any other right or remedy available to Delta under this Agreement, under any other applicable agreement, under applicable Law or otherwise, subject to the provisions of this Agreement limiting or restricting liability or remedies. However, notwithstanding anything herein to the contrary, Delta shall not be entitled to have a judgment or award for, or to collect or receive, under one right or remedy any amount that it has theretofore had a judgment or award for under another right or remedy or otherwise collected or received.

Section 27.09. *Offset. (a)* Whenever Delta exercises its remedy of self-help under Section 27.06(e), or otherwise under this Agreement with respect to Emergency Repairs, Delta may offset its costs and expenses in exercising such remedy without duplication for any amounts in respect thereof that Delta would have otherwise had to pay in accordance with this Agreement, against the Delta Rent payable by Delta under this Agreement in an amount not to exceed the remaining amount of line items in the then-current Budget for the ATA Permitted O&M Expenses with respect to the unperformed scope of the ATA Permitted O&M Expense items which are the subject of the proposed offset (plus any amounts that IAT would be permitted to transfer from other Budget categories and plus any amounts in addition to the relevant Budget categories that IAT would be permitted to spend pursuant to Section 10.03(b)).

(b) Without limiting any rights or protections Delta may have under the United States Bankruptcy Code, except as provided in this Section 27.09 or elsewhere in this Agreement, the exercise by Delta of any remedy available to it under this Agreement or under applicable Law shall not entitle Delta to offset, reduce, abate or otherwise not pay in full any amount due to IAT under this Agreement when and as the same shall become due under the terms of this Agreement.

Section 27.10. *No Consequential Damages.* Notwithstanding anything to the contrary, in no event shall IAT have any liability for consequential, punitive or exemplary damages as a result of an IAT Event of Default, and Delta hereby agrees to forego any rights and remedies it may have for the recovery of consequential, punitive or exemplary damages and damage awards to the extent the same are multiples of direct or other damages as provided by Law or otherwise.

ARTICLE 28.
DISPUTE RESOLUTION

Section 28.01. *Dispute Resolution.* In the event of any claim, controversy or dispute, IAT and Delta shall first attempt to settle such claim, controversy or dispute as promptly as possible after the same arises by negotiation, by submitting the same to the Management Committee for resolution (if not previously submitted to the Management Committee), by submitting the same to the Trilateral Committee for resolution and/or, if specifically agreed to by the parties, by mediation. Should such efforts fail (after submission to the Trilateral Committee), either IAT or Delta may, within 180 days after the claim, controversy or dispute first occurred (or within the period of the applicable statute of limitations if shorter) commence arbitration pursuant to this Article 28 with respect to those matters subject to arbitration pursuant to Section 28.02(b)(i)-(ii) below, or with respect to Section 28.02(b)(iii), as agreed to by both IAT and Delta. Failure to serve notice of arbitration with respect to any claim, controversy or dispute within the time prescribed in the preceding sentence shall be a deemed a waiver of only the right to arbitrate the claim controversy or dispute in question, not a waiver of any other right or remedy with respect to such claim, controversy or dispute. Notwithstanding the foregoing or any other provision of this Agreement, (i) no claim, controversy or dispute that relates to an obligation or responsibility of either Delta or IAT to the Port Authority under this Agreement or the Port/IAT Lease, shall be referred to arbitration except if and to the extent the same relates to an obligation or responsibility of either Delta or IAT to the other under this Agreement, and (ii) no Event of Default under Section 26.03(e) shall be referred to arbitration.

Section 28.02. *Arbitration.* (a) In the case of any claim, controversy or dispute that is the subject of arbitration pursuant to Section 28.02(b), such arbitration shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association (or any organization successor thereto) then in effect, in accordance with Title 9 of the United States Code and in accordance with the provisions of this Agreement. The arbitration shall take place in The City of New York. Disputes other than those that are expressly subject to arbitration pursuant to Section 28.02(b) shall be resolved by an action in a court of competent jurisdiction.

(b) The following claims, controversies or disputes under this Agreement, as between Delta and IAT only, shall be submitted to arbitration, to wit: any claim, controversy or dispute:

(i) arising under Article 6;

(ii) determining the ATA Permitted O&M Expenses used in calculating the Delta Rent under Section 10.03; and

(iii) regarding any other matter to which IAT and Delta agree in writing to arbitrate.

(c) If either IAT or Delta (in this Section, the "initiating party") desires to submit any claim, controversy or dispute which this Agreement specifically provides shall be submitted to arbitration, then the initiating party shall give written notice (in this Section, the "initiating notice") to the other party (in this Section, the "responding party") specifying in the

initiating notice the nature of the claim, controversy or dispute to be arbitrated and the name, business affiliations, address and telephone and fax numbers of the individual arbitrator designated by the initiating party to act as an arbitrator. Within 15 days after its receipt of the initiating notice, the responding party shall give written notice (in this Section, the "responding notice") to the initiating party specifying in the responding notice the name, business affiliations, address and telephone and fax numbers of the individual arbitrator designated by the responding party to act as an arbitrator. If the responding party fails to give the responding notice designating an arbitrator within the said 15-day period specified in the preceding sentence, then the claim, controversy or dispute shall be determined by the arbitrator designated by the initiating party (and such arbitrator shall be deemed to be the arbitration panel for purposes of this Section). If the responding party so designates the second arbitrator within said 15-day time period, the claim, controversy or dispute shall be determined by an arbitration panel (in this Section, the "arbitration panel") consisting of the first two arbitrators, designated respectively by the initiating party and the responding party, and a third arbitrator, appointed by the first two arbitrators or otherwise as provided below. The first two arbitrators shall meet within 10 days after the initiating party's receipt of the responding notice. If the first two arbitrators do not agree on the appointment of the third arbitrator, the third arbitrator may be appointed by the agreement of the parties. If the third arbitrator is not appointed (either by agreement of the first two arbitrators or agreement of the parties) within 20 days after the initiating party's receipt of the responding notice, then either party, on behalf of both parties and on notice to the other party, may request that the third arbitrator be appointed by the American Arbitration Association (or its successor organization) in accordance with its Commercial Arbitration Rules then in effect, or (y) if the American Arbitration Association does not appoint the third arbitrator within 30 days after such request, by a court specified in Section 36.17. In order to act as an arbitrator pursuant to this Section 28.02 an individual must not have any ownership interest in, be a director, officer or employee of or have any material business relationship with either party hereto or any Affiliate of either party hereto and is preferred to have at least 10 years experience in a profession related to the matters in dispute.

(d) The arbitration panel appointed pursuant to subsection (c) of this Section 28.02 (whether consisting of three arbitrators or a single arbitrator as provided above) shall conduct the arbitration in accordance with the expedited procedures provided for in said Commercial Arbitration Rules. The arbitration panel shall hold such hearings, take such testimony and receive such evidence and other materials as it shall determine to be necessary or appropriate to render its decision and award. The parties may be represented by counsel, call witnesses and submit evidence and other materials. All testimony before the arbitration panel shall be transcribed. The arbitration panel may consult experts and competent authorities skilled in the matters under arbitration. Any dispute as to a party's compliance with the time limits or negotiation requirements set forth in this Article 28, with the applicable statute of limitations, or with other conditions to arbitration shall be submitted to and finally resolved by the arbitration panel. The arbitration panel shall render its decision and award upon the concurrence of at least two of the arbitrators (or by the single arbitrator as provided above) within 60 days after the appointment of the third arbitrator (or the single arbitrator as provided above). In making its decision and award, the arbitration panel shall not add to, subtract from or otherwise modify the provisions of this Agreement, but shall base its decision and award upon and give effect to the provisions and intent of this Agreement. The decision and award shall be in writing and contain a statement of facts and the reasons for the decision and award.

Counterpart copies of the decision and award shall be delivered to the parties. The decision and award of the arbitration panel shall be final and conclusive upon the parties. Judgment may be had on the decision and award of the arbitration panel so rendered in any court of competent jurisdiction.

(e) If a party commences any proceeding in a judicial or quasi-judicial forum outside of the American Arbitration Association (or any successor thereto) for any claim, controversy or dispute that is the subject of arbitration pursuant to Section 28.02(b), the commencement of such proceeding shall constitute a breach of this Section 28 and the party against whom such a proceeding is commenced shall be entitled to recover in the arbitration all costs and attorneys' fees incurred as a result of the commencement of any such proceeding, including, but not limited to, the costs and attorneys' fees incurred in connection with a motion to dismiss and/or to compel arbitration.

(f) Each party shall pay the fees and expenses of the arbitrator appointed by it and the attorneys' fees, witness fees and other expenses incurred by it. The fees and expenses of the third arbitrator and all other expenses of the arbitration shall be paid equally by the parties. However, if the arbitration panel determines that the position of a party was taken willfully and without merit, the arbitration panel may require such party to bear all the expenses of the arbitration as well as the prevailing party's reasonable attorneys' fees, witness fees and other expenses. The provisions of this subsection (f) are subject in all cases to the provisions of Article 29.

(g) The provision for the resolution by arbitration of any such claim, controversy or dispute where it is specifically provided in this Agreement that the same shall be submitted to arbitration shall constitute a complete defense to any action, suit or proceeding commenced contrary to this Article 28, and may be asserted or pleaded as such by either party in any motion to a court of competent jurisdiction for a stay of any such action, suit or proceeding.

ARTICLE 29.
ATTORNEYS' FEES AND EXPENSES

Section 29.01. *Attorneys' Fees And Expenses.* Without duplication of any other provision of this Agreement with respect to attorney's fees and similar expenses, in the event that (i) IAT or Delta is found to have breached this Agreement by a final, non-appealable judgment, award or other decision in any action, suit, arbitration or other proceeding, then, such party (as the breaching party) shall be liable to the other party (as the non-breaching party) for the non-breaching party's reasonable costs and expenses as actually paid, including reasonable attorneys' fees and disbursements, in connection with such action, suit, arbitration or other proceeding to enforce its rights under this Agreement and to collect obligations due to it under this Agreement, or (ii) IAT or Delta brings any action, suit, arbitration or other proceeding against the other party with respect to an alleged breach of this Agreement by the other party and the other party (as the prevailing party) is found not to have breached this Agreement by a final, non-appealable judgment, award or other decision, then the party who brought such action, suit, arbitration or other proceeding (as the non-prevailing party) shall be liable to the prevailing party for the prevailing party's reasonable costs and expenses as actually paid, including reasonable attorneys' fees and disbursements, in connection with such action, suit, arbitration or other proceeding. This Section shall apply, without limitation, to any breach or alleged breach relating to bankruptcy or insolvency, any bankruptcy or other insolvency proceeding and any such reasonable costs and expenses, including reasonable attorneys' fees and disbursements, incurred by the non-breaching party or the prevailing party in connection with any bankruptcy or other insolvency proceeding with respect to, respectively, the breaching party or non-prevailing party. This Section shall not apply to any claim, controversy, dispute, action, suit, arbitration or other proceeding settled by the parties prior to the determination of the matter in question, unless the parties otherwise agree.

ARTICLE 30.
NO RECOURSE AGAINST EXCULPATED PARTIES

Section 30.01. *IAT Exculpated Parties.* (a) Notwithstanding any other provision of this Agreement to the contrary, neither (x) any director, employee, committee member, manager, managing director, officer, agent, representative nor any (y) owner, shareholder, member, partner, controlling Person, principal or ultimate beneficial owner, in each case whether direct or indirect, of IAT, or any Affiliate of IAT or of any of the foregoing (other than Delta and its Affiliates), shall be charged personally or held contractually liable by or to the other party, or any third-party beneficiary hereof, under, or in connection with, any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution, *provided that*, the foregoing shall not apply to IAT. The sole recourse of Delta (or its successors or assigns) under this Agreement and any third party beneficiary hereof shall be against IAT's assets irrespective of any failure of IAT to comply with applicable Law or any provision of this Agreement, and (y) neither Delta (nor its successors or assigns) nor any third party beneficiary hereof shall be subrogated, or have any right of subrogation, to any claim of IAT for any capital contributions to IAT from any member of IAT.

(b) For the purposes of this Section, the protections afforded to IAT and its related Persons or entities under this Article 30 shall also apply to and be deemed to protect, in respect of any obligations hereunder or under any of the Terminal 4 Project Bond Documents, (x) the Trustee[s], any nominee of the Trustee[s], the Bond Insurer, any successor to IAT, any Interim Terminal Operator or any Qualified Terminal Operator and (y) (i) any officer, committee member, director, manager, managing director, employee, agent or representative or (ii) any controlling Person, shareholder, member, partner, principal or ultimate beneficial owner, in each case whether direct or indirect, of any of the Persons mentioned in clauses (x) or (y)(i) above.

Section 30.02. *Delta Exculpated Parties.* Notwithstanding any other provision of this Agreement to the contrary, neither (x) any director, employee, committee member, manager, managing director, officer, agent, representative nor any (y) owner, shareholder, member, partner, controlling Person, principal or ultimate beneficial owner, in each case whether direct or indirect, of Delta, or any Affiliate of Delta or of any of the foregoing, shall be charged personally or held contractually liable by or to the other party, or any third-party beneficiary hereof, under, or in connection with, any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution, *provided that*, the foregoing shall not apply to Delta. The sole recourse of IAT (or its successors or assigns) under this Agreement and any third party beneficiary hereof shall be against Delta's assets irrespective of any failure of Delta to comply with applicable Law or any provision of this Agreement.

ARTICLE 31.
DISCLOSURE, CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

Section 31.01. *Disclosure, Confidentiality And Public Announcements.* (a) Neither IAT nor Delta (in this Article 31, IAT or Delta, as the case may be, the "first party") shall in any manner disclose or permit any of their respective Affiliates, officers, directors, members or employees to disclose to any other Person, or use for the first party's own benefit (other than in connection with the transactions contemplated by this Agreement), directly or indirectly, any Confidential Information belonging to the other party (in this Article the "second party") that the first party obtained from the second party pursuant to or in connection with this Agreement, except (i) to the extent such disclosure or use is approved by the second party, (ii) to the extent such disclosure is necessary or appropriate to comply with applicable Law or an order of a court or administrative body or official of competent jurisdiction, (iii) to the extent such disclosure or use is necessary or appropriate to comply with the provisions of and exercise rights under this Agreement, the Port/IAT Lease, the Terminal 4 Project Bond Documents, the Freedom of Information – Policy and Procedure of the Port Authority in effect from time-to-time or the other Transaction Documents, (iv) to the first party's lenders or prospective lenders or purchasers or prospective purchasers, or (v) to the first party's members, directors, officers, employees, attorneys, accountants, consultants, architects, engineers, contractors and other representatives, consultants and service providers, *provided that*, in the case of clauses (iv) and (v), such disclosure shall be on a need-to-know and confidential basis substantially similar to that which the first party applies to the first party's own Confidential Information.

(b) Neither IAT nor Delta shall make any public announcements regarding the provisions of this Agreement or the transactions contemplated hereby, or disclose the same to any third party who would be expected to make a public announcement regarding same, without first obtaining the other party's approval to the nature and content of the disclosure, and the person or persons to whom the disclosure will be made.

Section 31.02. *Confidential Information.* In this Article, "Confidential Information" means with respect to each of IAT and Delta as the second party: (i) its business records and information, including its customer lists and information, its personnel data and information, its non-public schedules and Delta's non-public information relating to its Airline Activities; (ii) its non-public financial records and information; (iii) its documents or information relating to trade secrets, patents, copyrights or other intellectual property; and (iv) its other documents or information that it furnishes to the first party with an indication the same is confidential or not to be disclosed to third parties. Confidential Information shall not include any information that: (A) is or becomes generally known to the public other than as a result of a disclosure in violation of this Agreement, (B) is disclosed to the first party by a third Person (other than an Affiliate of the first party or an officer, employee, agent or representative of the first party or such Affiliate) having legitimate and unrestricted possession thereof and the unrestricted right to make such disclosure, *provided that*, the Person making such disclosure is not bound by a confidentiality agreement with, or another confidentiality obligation to, a party to this Agreement with respect to the information so disclosed, or (C) the first party can demonstrate that such information (of the second party) was within its possession on a non-confidential basis prior to the Effective Date.

Section 31.03. *Survival.* This Article 31 shall survive the expiration or termination of this Agreement.

ARTICLE 32.
OTHER REQUIREMENTS

Section 32.01. *Federal Airport Aid Assurances.* (a) The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented or superseded by similar federal legislation, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith, the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by Delta of the covenants, promises and obligations contained in this Agreement is therefore a special consideration and inducement to the Port Authority's consent to this Agreement, and if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with the Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by Delta of such covenants, promises and obligations, Delta will promptly comply therewith, at the time or times when and to the extent that the Port Authority may direct.

(b) Without limiting the generality of Section 32.01(a), this Agreement is subject to the requirements of the U.S. Department of Transportation's regulations promulgated at 49 C.F.R. Pt. 23, Subpart F. Delta agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement covered by such regulations.

(c) Delta agrees to include the provisions set forth in Section 32.01(b) in any concession agreements that it enters into related to or connected with Delta's use of Terminal 4 and to cause those concessionaires similarly to include such provisions in any subcontracts such concessionaires may enter into related to or connected with Terminal 4. The foregoing shall not be construed as approval by IAT or the Port Authority of any such concession agreements or subcontracts thereunder as required by this Agreement. Nothing herein is intended to grant Delta the right to enter into concession agreements for Concession Space with respect to Terminal 4.

(d) Except as provided in Section 32.01(c), the provisions of this Article 32 are made solely for the benefit of the Port Authority, as a third party beneficiary of this Agreement, and shall not give rise to any remedy in favor of any IAT Party, except to the extent exercise thereof is required by the Port Authority.

ARTICLE 33.
DISCRIMINATION AGAINST INDIVIDUALS

Section 33.01. *Port/IAT Lease; Federal Law.* (a) Delta covenants with respect to its use of Terminal 4, as a covenant running with the land and as and to the extent a part of the consideration for this Agreement, for itself, its Sublessees, its successors in interest and its permitted assigns, that: (i) no individual on the grounds of race, color, creed, national origin, sex, age, disability or marital status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use by Delta of the Delta Premises and the exercise by Delta of any privilege under this Agreement; (ii) no individual on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination by Delta in the construction of any improvements on, over or under the Delta Premises and the exercise of any privilege by Delta under this Agreement and the furnishing of services of any kind by Delta at the Delta Premises; and (iii) the Delta Premises and any privilege under this Agreement shall be used by Delta in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Pt. 21 and any other present or future Laws of the United States of America with respect thereto which from time to time may be applicable to Delta's operations at Terminal 4 whether by reason of agreement between the Port Authority and the United States Government or otherwise. Delta shall include the provisions of Section 33.01(a) in every agreement or concession it may make pursuant to which any person or persons, other than Delta, operates any facility on the Delta Premises providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(b) Delta agrees that it will with respect to its use of Terminal 4 undertake an affirmative action program as and to the extent required by the Port/IAT Lease or 14 C.F.R. Pt. 152, Subpart E (or any successor statute) to ensure that: (i) no person on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activity covered by 14 C.F.R. Pt. 152, Subpart E (or any successor statute); and (ii) no person shall be excluded on said prohibited factors from participating in or receiving the services or benefits of any program or activity covered by 14 C.F.R. Pt. 152, Subpart E (or any successor statute). Delta further agrees that it will with respect to its use of Terminal 4 require that its covered suborganizations (within the meaning of such term under 14 C.F.R. Pt. 152, Subpart E) (or any successor statute) provide assurances to Delta that they similarly will undertake affirmative action programs and that they, in turn, will require assurances from their suborganizations, as and to the extent required by 14 C.F.R. Pt. 152, Subpart E (or any successor statute), to the same effect.

(c) Any of the Port Authority, IAT and Delta shall have the right to take such action as the United States Government may direct to enforce the provisions of this Section 33.01.

Section 33.02. *State Law.* Notwithstanding anything set forth in this Agreement, neither Delta nor Delta's employees, officers, directors and agents shall discriminate in the conduct of Delta's operations at Terminal 4 against any individual in violation of Sections 290-301 of the New York State Executive Law (or any successor statute) and any other present or future New York State law or regulation, or any present or future New York City ordinance or regulation,

prohibiting discrimination on the basis of race, color, creed, national origin, sex, age, disability, marital status or any other prohibited basis protected under New York State or New York City law.

Section 33.03. *Ongoing Affirmative Action/equal Opportunity Commitment.*

(a) In addition to and without limiting any other term or provision of this Agreement, in the conduct of its operations at Terminal 4, Delta shall not, and shall ensure that its Sublessees do not, discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status and shall undertake or continue existing programs of affirmative action to ensure that minority group persons and women are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeship and on-the-job training.

(b) In addition to and without limiting the foregoing, and without limiting the other provisions of this Article 33, it is hereby agreed that Delta in connection with its continuing operation, maintenance and repair of the Delta Premises, or any portion thereof, and in connection with every award or agreement for concessions or consumer services at Terminal 4, shall throughout the term of this Agreement commit itself to and use good faith efforts to implement an extensive program of affirmative action, to ensure maximum opportunities for employment and contracting by minorities and women. In meeting said commitment, Delta agrees to submit such affirmative action programs to the Port Authority. Delta shall incorporate in such program such revisions and changes which the Port Authority initially or from time to time may reasonably require. Delta throughout the Term of this Agreement shall document its efforts in implementing such program, shall keep the Port Authority fully advised of Delta's progress in implementing such and shall supply to the Port Authority such information, data and documentation with respect thereto as the Port Authority may from time to time and at any time request, including, but not limited to, annual reports.

(c) Delta's non-compliance with the provisions of this Section shall entitle the Port Authority to pursue its remedies at law, as third party beneficiary of this Agreement, to enforce compliance by Delta.

(d) In the implementation of this Section, the Port Authority may consider compliance by Delta with the provisions of any federal, state or local law concerning affirmative action or equal employment opportunity which are at least equal to the requirements of this Article, as effectuating the provisions of this Article. If the Port Authority determines that by virtue of such compliance with the provisions of any such federal, state or local law the provisions hereof duplicate such law, the Port Authority may waive the applicability of the provisions of this Article to the extent that such duplication exists.

Section 33.04. *General.* (a) Under no circumstances shall Delta be required to take any action, or omit to take any action, under this Article to the extent such action or omission would be in conflict with, or in violation of, any applicable Law.

(b) Nothing herein provided under this Article 33 is a limitation upon the application of any Laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

(c) Nothing in this Article 33 shall grant or be deemed to grant Delta the right to make any agreement or award for concessions or consumer services at Terminal 4; however, this Section 33.04(c) is not intended to negate or supersede any such rights granted elsewhere in this Agreement.

Section 33.05. *Benefit Of The Port Authority.* Except as otherwise provided herein, the agreements made by Delta in this Article 33 shall be solely for the benefit of the Port Authority, as a third party beneficiary, of this Agreement, and shall not give rise to any remedy in favor of any IAT Party, except to the extent exercise thereof by such IAT Party is required by the Port Authority.

ARTICLE 34.
ENVIRONMENTAL OBLIGATIONS

Section 34.01. *Liability for Environmental Damages.* (a) Delta shall be responsible for any Assumed Environmental Damages and Delta's Share of ATA Permitted Remediation Costs. Delta shall defend, indemnify, hold harmless and release the IAT Parties against Assumed Environmental Damages arising out of (i) a claim, demand, judgment, injury, suit, cause of action, proceeding or obligation by a Person, or (ii) any claim, demand, judgment, suit, cause of action, award, fine, cost or expense in connection with an Environmental Requirement applicable to the IAT Parties. Delta shall, at its election, either (i) at its sole expense defend any claims, demands, suits, causes of action and proceedings relating to or arising out of Assumed Environmental Damages, or (ii) reimburse the IAT Parties for all costs of defending against any claims, demands, suits, causes of action and proceedings relating to or arising out of Assumed Environmental Damages (including attorney's fees and costs, expenses or disbursements incurred in defending against the foregoing), and shall not raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its commissioners, officers, agents and employees, the immunity of the Port Authority, its commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority, without first obtaining the consent of the general counsel of the Port Authority; provided, that, the election by Delta in respect of either (i) or (ii) above shall not relieve Delta of its obligation in respect of indemnification for Assumed Environmental Damages. If an Assumed Environmental Damage for which the IAT Parties seek indemnification requires Remediation, Delta shall have the option to perform the Remediation. This subsection (a) is only for the benefit of the IAT Parties and may not be relied upon by any third-parties. The procedures set forth in Sections 24.03 and 24.04 shall be applicable to the defense and indemnification obligations under this Section 34.01.

(b) IAT shall be responsible for any Excluded Environmental Damages. IAT shall defend, indemnify, hold harmless and release the Delta Parties against any Excluded Environmental Damages arising out of (i) a claim, demand, judgment, injury, suit, cause of action, proceeding or obligation by a Person, or (ii) any claim, demand, judgment, suit, cause of action, award, fine, cost or expense in connection with an Environmental Requirement applicable to the Delta Parties. IAT shall, at its election, either (i) at its sole expense defend any claims, demands, suits, causes of action and proceedings relating to or arising out of Excluded Environmental Damages, or (ii) reimburse the Delta Parties for all costs of defending against any claims, demands, suits, causes of action and proceedings relating to or arising out of Excluded Environmental Damages (including attorney's fees and costs, expenses or disbursements incurred in defending against the foregoing), and shall not raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its commissioners, officers, agents and employees, the immunity of the Port Authority, its commissioner's, officer's agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority, without first obtaining the consent of the general counsel of the Port Authority. If an Excluded Environmental Damage for which the Delta Parties seek indemnification requires Remediation, the IAT Parties shall have the option to perform the Remediation. This subsection (b) is only for the benefit of the Delta Parties and may not be relied upon by any third parties. The

procedures set forth in Sections 24.03 and 24.04 shall be applicable to the defense and indemnification obligations under this Section 34.01.

(c) Delta may, but shall not be under an obligation to, on or before Phase I DBO, cause an environmental investigation of the Delta Premises to be performed, as a Project Cost, by an environmental consulting firm, for the express purpose of identifying, and measuring the presence of, and/or concentration of, any Hazardous Substances. Delta shall: (i) notify IAT at least 30 days prior to the commencement of any such on-site environmental investigation, (ii) provide IAT fourteen (14) days to comment on a draft work plan for the investigation, which comments Delta will consider in good faith, (iii) allow IAT to be present during the performance of the investigation at the Delta Premises, and (iv) allow IAT to collect split samples. Delta shall provide IAT with a draft of the report presenting the results of the environmental investigation, allow IAT two weeks to provide reasonable comments on the draft, and consider IAT's comments in good faith. Delta shall provide IAT, at Delta's cost and expense, with a complete copy of the final report presenting the results of the environmental investigation, including all test results obtained during the performance of the environmental investigation.

Section 34.02. *Compliance.* (a) Delta and Delta's officers, directors and employees shall comply with, and shall use commercially reasonable efforts to cause Delta's agents, contractors, invitees, Affiliates and Sublessees to comply with, all Environmental Requirements relating to (i) their respective operations and activities in and on the Delta Premises, (ii) Assumed Environmental Damages, and (iii) Releases prohibited under Section 34.03.

(b) IAT and IAT's officers, directors and employees shall comply in all material respects with, and shall use commercially reasonable efforts to cause its agents, contractors, invitees, Affiliates and Sublessees to comply in all material respects with, all Environmental Requirements relating to (i) their respective operations and activities in and on Terminal 4, (ii) Excluded Environmental Damages, (iii) Releases prohibited under Section 34.03, and (iv) work performed that constitutes ATA Permitted Remediation Costs.

Section 34.03. *Prohibited Releases.* (a) Delta shall not, and shall not permit Delta Representatives to, Release any Hazardous Substance in, on, or under Terminal 4, and if such Release occurs, shall be fully responsible for same in accordance with Section 34.01 above.

(b) IAT shall not, and shall not permit IAT's Affiliates, IAT's Sublessees, and their respective officers, directors, employees, agents and contractors to, Release any Hazardous Substance in, on, or under Terminal 4, and if such Release occurs, shall be fully responsible for same in accordance with Section 34.01 above.

(c) Delta shall notify IAT, the general manager of the Airport and the applicable Governmental Authority of, and promptly Remediate, or cause the Remediation of, at Delta's sole cost and expense and in accordance with the provisions of Section 34.05, any Release prohibited by subsection (a). IAT shall notify Delta, the general manager of the Airport and the applicable Governmental Authority of, and promptly Remediate, or cause the Remediation of, at the sole cost and expense of IAT and in accordance with the provisions of Section 34.05, any Release prohibited by subsection (b).

Section 34.04. *Post-Term Obligations.* (a) If after the end of the Term, IAT alleges that Delta has an obligation to indemnify it under Section 34.01, Delta shall have the right (but not the obligation), to cause an environmental investigation of the Delta Premises (or portions thereof) to be performed, at Delta's cost and expense, by a reputable, independent environmental consulting firm, for the purpose of verifying or disproving the basis for any such allegation. Delta shall notify IAT at least 30 days prior to the commencement of any such on-site environmental investigation, and IAT shall have the right to be present at and to observe any on-site investigation conducted by Delta's consultant, and to take split samples for purposes of conducting its own investigation. Delta shall promptly provide IAT, at Delta's cost and expense, with the full and complete final copy of the independent environmental consulting firm's report, including all test results and other data collected, measured, or otherwise relied upon by such consulting firm.

(b) The parties' rights and obligations with respect to any Assumed Environmental Damages and Excluded Environmental Damages, shall be subject to, and apportioned in accordance with, the provisions of Section 34.01 and Remediated in accordance with the provisions of Section 34.05.

(c) In the event IAT recovers from any Person, including a Delta Sublessee, any amount payable in respect of any Assumed Environmental Damages, Delta's share of such costs and expenses (if any), as determined in accordance with Section 34.01, shall be decreased proportionately.

(d) The following provisions shall survive termination of this Agreement: (i) Delta's obligation to release, indemnify or otherwise compensate IAT or the IAT Parties in respect of any Assumed Environmental Damages under Section 34.01, (ii) Delta's obligation to reimburse IAT for Delta's Share of ATA Permitted Remediation Costs pursuant to Section 7.05 related to costs of Remediation that, but for the expiration of the Term, would otherwise constitute ATA Permitted Remediation Costs, provided such Remediation costs are not related solely to matters or conditions first occurring or originating following the expiration of the Term, and (iii) Delta's obligation to indemnify the Port Authority under Section 5.01(f).

(e) IAT's obligation to release, indemnify or otherwise compensate Delta or the Delta Parties in respect of any Excluded Environmental Damages under Section 34.01 shall survive termination of this Agreement.

Section 34.05. *Remedial Standards.* Whenever Delta or IAT shall be obligated under this Article 34 to Remediate or participate in the Remediation of any Release prohibited under Section 34.03 or to pay for Remediation, it is understood that the Remediation shall be performed (i) to achieve a concentration of Hazardous Substances applicable to non-residential property under then applicable Environmental Requirements or, if more stringent, the requirements set forth in the Port/IAT Lease, (ii) cost effectively, including through the use of monitoring, natural attenuation or risk assessments allowed by then applicable Environmental Requirements, and (iii) with the use of engineering controls, engineered barriers or institutional controls (such as deed restrictions) to the extent such controls or barriers are authorized in writing by the Port Authority. Notwithstanding anything to the contrary stated in (i), (ii) and (iii), above, Remediation shall be performed and completed as necessary in the judgment of the

Port Authority to obtain timely compliance with the Basic Lease and accordingly, such Basic Lease related compliance shall control and govern, provided that such standard is at least as stringent as the Port/IAT Lease.

Section 34.06. *Agents and Contractors.* (a) For purposes of determining whether Environmental Damages or a Release prohibited under Section 34.03 or any other event giving rise to indemnification under the provisions of this Article 34 results from the act or omission of an agent or contractor of Delta or Delta's Affiliates, no Approved Contractor or other Person selected or approved by the Management Committee shall be deemed to be a contractor or agent of Delta or Delta's Affiliates merely by reason of Delta's representation on the Management Committee.

(b) For purposes of determining whether Environmental Damages or a Release prohibited under Section 34.03 or any other event giving rise to indemnification under the provisions of this Article 34 results from the act or omission of an agent or contractor of IAT or IAT's Affiliates, no Approved Contractor or other Person selected or approved by the Management Committee shall be deemed to be a contractor or agent of IAT or IAT's Affiliates merely by reason of IAT's representation on the Management Committee.

Section 34.07. *Environmental Information.* Each party (in this Section, the "responding party") shall make available to the other (in this Section, the "requesting party"), upon receiving reasonable notice from the requesting party, any information reasonably within the responding party's control such as results of investigations, investigations of releases, reports about regulatory action or reports regarding an audit of conditions of the premises, including results, investigations and reports prepared by or for the responding party to Governmental Authorities, in each case pursuant to applicable Environmental Requirements. All reasonable requests for such information shall be fulfilled within a reasonable period of time at the requesting party's cost and expense.

Section 34.08. *Access.* (a) Without limiting anything contained in this Agreement, IAT and its respective officers, employees, agents, representatives, designees, and independent contractors, shall have the right, but not the obligation, to enter upon any portion of the Delta Space, (i) upon at least five days' prior notice to Delta's station manager and Director of Environmental Services, to conduct tests and related activities, install wells, dig, pump, remove soil or water or other materials, perform inspections, and generally conduct such other activities as may be necessary to carry out any Remediation for which IAT may be responsible, and (ii) upon at least five days' prior notice to Delta's station manager and Director of Environmental Services together with a statement of the reason and available evidence, to investigate any reasonably held belief that Delta is or has been in violation of this Article 34. Any activity conducted by IAT pursuant to this Section 34.08 shall be conducted at IAT's sole cost and expense and IAT shall not, in conducting such activity, or in permitting such activity to be conducted, interfere or permit interference with Delta's operations. IAT shall indemnify the Delta Parties for any Damages incurred by them arising out of acts or omissions of IAT, the IAT Parties, or their officers, employees, agents, representatives, designees, and independent contractors, in the exercise of any right conferred by this Section 34.08.

(b) Delta and its officers, employees, agents, representatives, designees, and independent contractors, including the environmental consulting firm designated by Delta in accordance with Section 34.04(a), shall have the right, during the Term and, upon notice to IAT, after the end of the Term, to enter upon any portion of Terminal 4 to Remediate any Release prohibited under Section 34.03 or to conduct such tests and related activities, including taking soil or groundwater samples from existing or new borings or wells, as may be reasonably required to exercise Delta's rights under Section 34.04(a) or carry out a Remediation, and IAT shall obtain all necessary consents from the Port Authority (and/or the subsequent owner or lessees of Terminal 4 superior in title to Delta) to allow Delta to exercise its rights under this Section 34.08 after the end of the Term. Delta shall indemnify the IAT Parties for any Damages incurred by them as a result of the negligence of Delta or Delta's officers, employees, agents, representatives, designees, and independent contractors in the exercise of any right conferred by this Section 34.08.

Section 34.09. *Third Parties.* Nothing in this Article 34 shall limit the rights and remedies that IAT or Delta may have against third parties at law, in equity or otherwise.

Section 34.10. *Survival.* Except as otherwise provided in this Article 34, the terms and provisions of this Article 34 shall survive the expiration or termination or this Agreement.

ARTICLE 35.
PHASE II/III OPTIONS

Section 35.01. *Phase II/III Option.* Delta shall have the option (the "**Phase II/III Option**"), to be exercised as provided below, to lease from IAT (at any time and from time to time) that portion of the Terminal 4 Site adjacent to Concourse B as shown on Exhibit B, page 2 for purposes of completing Phase II (the "**Phase II Space**"), and/or those portions of Terminal 4 and the Terminal 4 Site adjacent to Concourse A and the Headhouse as shown on Exhibit B, page 3 for purposes of completing Phase III (the "**Phase III Space**", collectively with the Phase II Space, the "**Option Spaces**", and each, individually, an "**Option Space**"). Delta may exercise the Phase II/III Option as to the Phase II Space or the Phase III Space, and if Delta exercises said option as to only one (1) Option Space, it may exercise said option later as to the other Option Space. In order to exercise the Phase II/III Option, Delta shall give written notice of its desire to exercise the Phase II/III Option to IAT, specifying whether Delta wishes to exercise the Phase II/III Option as to one or both Option Spaces. Such notice shall be given at least 120 days prior to the date specified in its notice on which Delta desires to occupy the applicable Option Space, *provided that*, if the design and construction activities for the applicable Option Space have not commenced, in each case, prior to December 31, 2020, Delta shall not have the option to proceed with the Phase II and/or Phase III, as applicable.

If Delta exercises the Phase II/III Option with respect to either or both of the Option Spaces, IAT shall be deemed to have leased to Delta, effective as of the "**Option Effective Date**" specified for such Option Space, the applicable Option Space together with all rights and benefits appurtenant thereto, on terms generally consistent with the terms applicable to Phase I and the Delta Premises as contemplated to exist during Phase I. If Delta exercises the Phase II/III Option, IAT shall deliver the applicable Option Space in its "as is" condition at the time, subject to reasonable wear and tear but in compliance with IAT's maintenance obligations under the Port/IAT Lease with respect thereto.

Delta's exercise of any component of the Phase II/III Option shall be subject to the following:

(a) no Event of Default shall have occurred and is then continuing under Article 26;

(b) any Contract Carriers that would be displaced from the applicable Option Space shall be relocated to terminal space at the Airport as contemplated by a Phasing Strategy implemented by IAT in consultation with Delta and taking into account any requirements under the Port/IAT Lease, including any requirements that Terminal 4 remain the "terminal of last resort" for 24/7 international arrivals at the Airport;

(c) assurance to IAT that the quality and efficacy of the operations and construction of Terminal 4 shall be maintained with any decision to proceed with, complete and operate under Phases II and/or Phase III;

(d) the risk profile to IAT will not be materially adversely affected by Phase II and/or Phase III as reasonably determined by IAT and Delta;

(e) Delta and IAT will cooperate in good faith with each other to achieve Phase II and/or Phase III (to the extent Delta elects to pursue such Option Space) and shall work jointly and diligently to pursue completion of the same on terms generally consistent with the completion of Phase I, including terms relating to the financing of Phase II and Phase III, designs, plans and specifications, construction schedules and other construction documents and completion of construction of Phase II and/or Phase III, as applicable, on the terms and conditions applicable to the Phase I IAT Project to meet IAT's and Delta's requirements and specifications, including requirements as to timing of completion of the construction and opening of Phase II and/or Phase III, as applicable, as established by Delta and agreed to by Delta;

(f) Delta and IAT shall cooperate in good faith with each other in amending this Agreement as may reasonably be necessary to reflect the final terms of this Agreement with respect to the applicable Option Space and as required by the Port Authority, the Port/IAT Lease, the Terminal 4 Project Bond Documents and any other applicable financing requirements. The approval of any amendments required pursuant to this subsection (e) shall not be unreasonably withheld, delayed or conditioned by IAT or Delta;

(g) Delta shall have obtained the necessary Port Authority approval and required approvals under the Terminal 4 Project Bond Documents;

(h) In addition to Post-DBO Rent, Delta shall pay rent in respect of the applicable Option Space for each Annual Period calculated in a manner consistent with the calculation of Post-DBO Rent, which shall be deemed to be included as "**Delta Rent**" for all intents and purposes hereunder following completion of the construction and opening of the Option Space and the final terms of the Rent applicable to the subject Option Space shall be reflected (consistent with the terms provided in this subsection (g)) in an amendment of the type referred to in subsection (e) above;

(i) Delta shall have the right to determine the means and terms by which Phase II and/or Phase III shall be financed or refinanced (including the selection of any lenders, underwriters or other parties it deems appropriate), subject to consent of the Port Authority and the consent of IAT. Delta will keep IAT regularly informed of Delta's determination of the means and terms of such financing or refinancing of Phase II and/or Phase III;

(j) Any Port Authority financing with respect to Phase II and/or Phase III shall be non-recourse to, and shall not require credit support from, JFK IAT Member as the sole member of IAT (or any affiliates of the members of JFK IAT Member other than IAT), Delta or the Port Authority. Nothing herein shall require any Bonds or any future financing to become a Delta obligation. In addition, there shall be no equity funding obligations for JFK IAT Member, or any upstream entities thereto; and

(k) Any financing for Phase II and/or Phase III must not violate the Port/IAT Lease or create a default with respect to the then outstanding Terminal 4 Project Bonds (including coverage covenants) or under any Terminal 4 Project Bond Documents, *provided*, that IAT shall use reasonable efforts to cooperate with Delta in obtaining any and all amendments,

consents, waivers and variances necessary or desirable to obtain the desired financing and prevent any such violation or default.

ARTICLE 36.
MISCELLANEOUS

Section 36.01. *Force Majeure.* Notwithstanding any other provision of this Agreement, each of Delta and IAT shall not be deemed to be in violation of this Agreement nor to have breached this Agreement, nor shall it be deemed to be an Event of Default nor an IAT Event of Default, as the case may be, to the extent that such party is prevented from performing specific obligations under this Agreement by reason of any strikes, lock-outs, boycotts, other labor disputes, embargoes, shortages of materials or supplies, fire, casualty, acts of God including severe weather conditions, earthquakes, flood, acts of war, acts of an enemy of the United States, riots, rebellion, sabotage or any other unusual circumstance for which such party is not responsible and which is not within such party's control (collectively, "**Force Majeure Events**"), in all cases only to the extent that a Force Majeure Event directly affects such specific obligations under this Agreement, *provided that*, the foregoing shall not limit Delta's obligations in respect of cost overruns pursuant to Section 6.02 or relieve Delta from paying the Rent hereunder through the date of termination of this Agreement as a result of such Force Majeure Event.

Section 36.02. *Waste.* Subject to any other rights or obligations arising from this Agreement or the Port/IAT Lease, Delta shall not and IAT shall not cause, allow, suffer or permit any common law waste or injury to Terminal 4, or permit any use of Terminal 4 that is a common law nuisance or unlawfully inhibits the enjoyment or benefit of the other party's interest in Terminal 4.

Section 36.03. *Attornment.* In the event that (x) IAT assigns or transfers its rights and obligations under this Agreement (other than collateral assignments for security purposes in connection with the Terminal 4 Project Bond Documents, unless and until such collateral assignments are exercised by the holder thereof), (y) the Trustee[s], or the Port Authority or any designee of the Trustee[s], or the Port Authority enter[s] into a lease replacing the Port/IAT Lease, or (z) (i) the Trustee[s], or any designee of the Trustee[s] or (ii) the Port Authority succeeds to the interest of IAT under the Port/IAT Lease and this Agreement, Delta shall attorn to such assignee, transferee or designee, the Trustee[s], or the Port Authority (in this Section "such transferee") and shall continue to be obligated by, and to perform all of its obligations pursuant to, this Agreement in the manner required by this Agreement as if such transferee were IAT, *provided that*, such transferee agrees to recognize (and recognizes) all of Delta's rights pursuant to this Agreement and agrees to be obligated by, and to perform (and performs) all of IAT's obligations pursuant to this Agreement in the manner required by this Agreement as if such transferee were IAT. This Section shall be self-operative without any further writing being necessary. Promptly after a request by such transferee, as a condition to the continued effectiveness of the provisions of this Section benefiting Delta, Delta shall execute and deliver an agreement with such transferee confirming the provisions of this Section in form and substance reasonably satisfactory to such transferee and Delta. Promptly after a request by Delta, as a condition to the continued effectiveness of the provisions of this Section benefiting such transferee, such transferee shall execute and deliver an agreement with Delta confirming the provisions of this Section in form and substance reasonably satisfactory to Delta and such transferee. Nothing in this Section 36.03 shall be construed to permit, or waive any restriction with respect to, any assignment or transfer prohibited or restricted under this Agreement.

Section 36.04. *Quiet Enjoyment.* So long as no Event of Default shall have occurred and be continuing, IAT covenants that Delta shall peaceably have and hold during the Term the Delta Premises and the easements, rights and benefits under and pursuant to this Agreement free from the claims of any Person claiming by, through or under IAT.

Section 36.05. *Notices.* All notices, requests, demands, consents, approvals and other communications required or permitted under this Agreement shall be in writing and shall be given by mail, overnight courier, facsimile, transmission or personal delivery to the addressee at its addresses set forth below or, if the addressee has changed its addresses by notice as provided herein, at its addresses set forth in the most-recent change-of-address notice:

(i) If to IAT:

JFK International Air Terminal LLC
John F. Kennedy International Airport (Terminal 4)
Room 161-022
Jamaica, New York 11430
Attention: President
Fax: 718-751-3729

with copy to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Attention: Darius Tencza
Fax: 212-909-6836

(ii) If to Delta:

Delta Air Lines, Inc.
Corporate Real Estate, Dept. 877
1030 Delta Boulevard
Atlanta, Georgia 30354
Attention: Vice President-Properties & Facilities
Fax: 404-715-2548

Any notice, request, demand, consent, approval or other communication hereunder shall be deemed to have been duly given upon the earliest to occur of (x) when it is deposited in the United States Postal Service and sent by registered or certified mail, return receipt requested, postage pre-paid, and addressed to the addressee at its address set forth above or, if the addressee has changed its addresses by notice as provided herein at its addresses set forth in the most recent change-of-address notice, (y) when it is received by the addressee, and (z) when delivery is refused by the addressee. Notwithstanding anything herein to the contrary, any time period hereunder that is to be calculated from the time that a notice, request, demand, consent, approval or other communication is given shall be calculated from the time that such notice, request, demand, consent, approval or other communication is actually received or delivery is refused by the addressee. Either party hereto may change the addresses to which notices, requests,

demands, consents, approvals and other communications hereunder are to be delivered by giving the other party notice in the manner required in this Section.

Section 36.06. *Entire Agreement.* This Agreement and the other Transaction Documents constitute the entire agreement of the parties hereto with respect to the subject matter hereof. No parole or extrinsic evidence shall be used to modify, supplement or amend the express terms of this Agreement. No representations, inducements, arrangements or agreements, oral or otherwise, between the parties with respect to the subject matter of this Agreement exist that are not otherwise contained or set forth in writing in this Agreement or the other Transaction Documents, and no such representations, inducements, arrangements or agreements shall have any force or effect unless set forth herein or therein. Notwithstanding the foregoing, the agreements and other documents listed on Schedule 36-1 shall survive the execution and delivery hereof and continue in force and effect according to their respective provisions.

Section 36.07. *Port/Delta Lease.* Nothing in this Agreement shall apply to, modify, or be deemed to modify, or relate in any way to, the activities or services performed by Delta on or with respect to premises covered by the Port/Delta Lease or any other agreement between the Port Authority and Delta.

Section 36.08. *2026 Condition Survey.* IAT and Delta hereby agree that the following provisions shall apply in connection with the Condition Survey, if any, conducted by the Port Authority pursuant to Section 40(h) of the Port/IAT Lease in the 2026 calendar year (the "**2026 Condition Survey**"):

(a) Within five (5) days of IAT's receipt from the Port Authority of the name of the proposed Condition Survey Contactor and the form of the proposed Condition Survey Contract, IAT shall deliver same to Delta. Delta shall either approve, or provide reasonable details of its objections to, the proposed Condition Survey Contractor or the proposed Condition Survey Contract within ten (10) days after receipt from IAT. IAT shall not approve the proposed Condition Survey Contractor or the form of the proposed Condition Survey Contract without first addressing with the Port the objections, if any, raised by Delta (or if Delta fails to respond during the applicable time period, IAT may approve or reject such Condition Survey Contractor and/or Condition Survey Contract in accordance with the Port/IAT Lease); provided that, Delta and IAT acknowledge that the Port is under no obligation to accept IAT's objection to the Condition Survey Contract or the Condition Survey Contractor.

(b) Within thirty (30) days after the Report Date, Delta and IAT shall consult with one another with respect to the 2026 Condition Survey Report and shall ascertain which of the items set forth in the 2026 Condition Survey, if any, are required to be performed as a 2026 Capital Repair. The parties expressly acknowledge that the Port Authority may require IAT to complete maintenance, repairs and other work pursuant to the 2026 Condition Survey that do not fall within the definition of 2026 Capital Repairs. Delta and IAT shall work cooperatively to review the 2026 Condition Survey and Delta shall have consultation rights in respect thereof (and IAT shall not consent to the inclusion of any recommended repairs being included as 2026 Capital Repairs without prior consultation with Delta), to mutually and reasonably agree as to the scope, design, and other matters to be considered as Approved 2026 Capital Repairs,

subject in each case to the terms of the Port/IAT Lease (any such work approved by Delta and IAT, the "**Approved 2026 Capital Repairs**"), provided that, Delta and IAT acknowledge that the Port is under no obligation to accept IAT's objection with respect to any items to be included therein. IAT shall perform the Approved 2026 Capital Repairs, it being understood that nothing contained herein shall alter or affect the maintenance and repair standards set forth elsewhere in this Agreement, or in the Port/IAT Lease, or prevent Delta or IAT from disputing the need for the performance of the 2026 Capital Repairs. The contracts and contractors proposed to complete the Approved 2026 Capital Repairs shall be subject to the approval of Delta in all respects. The Costs of the Approved 2026 Capital Repairs shall be financed by IAT on terms and conditions reasonably acceptable to both Delta and IAT; provided, however, in no case shall the amortization term be less than ten (10) years (the "**Approved 2026 Capital Repairs Financing**").

(c) Delta shall pay as part of its Post-DBO Rent for Annual Periods during the Term when IAT pays debt service on the Approved 2026 Capital Repairs Financing a share of the debt service for the Approved 2026 Capital Repairs Financing, which shall be determined by allocating fifty percent (50%) of such debt service payments for the applicable Annual Period in accordance with the methodologies for allocation of ATA Direct O&M Expenses described in Schedule 7.3(a), including without limitation, the allocation between the Airfield Cost Center and the Terminal Cost Center based on actual expenditures and the allocation to Terminal Sub-Cost Centers based on the Usable Area within the Terminal Sub-Cost Centers, provided that the benefit of the associated Approved 2026 Capital Repair accrues to the appropriate Terminal Sub-Cost Center (the "**Additional Re-lifing Rental**").

(d) Following each semi-annual reconciliation performed by IAT in accordance with Section 7.04 of this Agreement with respect to any Semi-Annual Period in which Delta has made a payment in respect of Additional Re-lifing Rental, Delta will be due a rental credit (the "**Re-lifing Credit**") to be applied in the immediately succeeding Semi-Annual Period in the amount equal to fifty percent (50%) of the Additional Re-lifing Rental paid in the Semi-Annual Period then being reconciled in accordance with Section 7.04, but not to exceed an amount equal to seventy-five percent (75%) of the portion of the Capital Charge included in Delta's Post-DBO Rent for such Semi-Annual Period; provided, however, that such Re-lifing Credit shall not exceed (i) with respect to the first Semi-Annual Period in an Annual Period, the amount that IAT reasonably expects will be available as Port Authority Residual Rental (as defined in the Port/IAT Lease) at the end of such Annual Period, and (ii) with respect to the second Semi-Annual Period in such Annual Period, the amount that, when added to the Re-lifing Credit applied in such second Semi-Annual Period (i.e., the Re-lifing Credit calculated based upon the reconciliation of the Post-DBO Rent in the immediately preceding first Semi-Annual Period), does not exceed the amount that IAT reasonably expects will be available as Port Authority Residual Rental at the end of such Annual Period, as all such amounts (e.g., including Port Authority Residual Rental) may be reconciled in accordance with Section 7.04 of this Agreement and the Port/IAT Lease, as applicable.

(e) As used in this Section 36.08, the following terms shall have the following meanings:

(i) "**2026 Capital Repairs**" means deferred Capital Repair items identified in the 2026 Condition Survey, but specifically excluding recommendations for remediation of environmental conditions or for installation of (as opposed to replacement of) upgraded technology, systems or other improvements not located at and serving Terminal 4 as of the Effective Date; and

(ii) "**Costs of the 2026 Capital Repairs**" means and include (i) the costs of performing any Approved 2026 Capital Repairs actually performed in connection with the recommendations set forth in the 2026 Condition Survey; (ii) financing costs associated with the Approved 2026 Capital Repairs Financing; and (iii) IAT's 50% share of the Costs of the Condition Survey for the 2026 Condition Survey.

Section 36.09. *Recording Of Memorandum.* Each party hereto, upon the written request of the other party, shall execute and deliver a memorandum of this Agreement or of any amendment, supplement, extension or other modification hereof in proper form for recording, setting forth such provisions (other than rental terms) as shall be required by applicable Law or reasonably requested by either party to give notice of the existence of this Agreement, such amendment, supplement, extension or other modification and the provisions hereof or thereof. Either party hereto may cause such memorandum of this Agreement or any amendment, supplement, extension or other modification to be recorded, and whichever party causes such recordation shall pay the cost of such recording. Each party hereto, upon the written request of the other party shall execute and deliver such documents as are reasonably requested by the other party, and in form and substance reasonably satisfactory to both parties, to permit such recordation.

Section 36.10. *Severability.* If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction or by an arbitration pursuant to this Agreement, such provision shall be deleted or may be altered by such court or arbitration, and this Agreement shall be enforced subject to such deletion or alteration.

Section 36.11. *Binding Effect.* This Agreement shall be binding upon shall inure to the benefit of each party hereto and its successors and assigns, and all references herein to IAT and Delta shall include their respective successors and assigns, *provided that*, nothing in this Section shall be construed to permit, or waive any restriction with respect to, any assignment or transfer prohibited or restricted under this Agreement.

Section 36.12. *No Third Party Beneficiaries.* This Agreement is for the benefit of only IAT and Delta and their respective successors and assigns, and there are no third party beneficiaries of this Agreement, except as expressly provided herein. To the extent expressly benefited hereunder as a third party beneficiary, the Port Authority and the Trustee[s] may enforce this Agreement directly against either IAT or Delta.

Section 36.13. *Amendment.* This Agreement may be amended, changed or modified only by a writing signed by IAT and Delta and, to the extent required by the Port/IAT Lease, subject to the approval of the Port Authority and to the extent required by the Bond Documents, subject to the approval of the Trustee[s] and Bond Insurer.

Section 36.14. *Waiver Of Breach.* Any delay in enforcing its rights or remedies hereunder shall not be a waiver by either party hereto of its rights and remedies hereunder. All waivers of any right or remedy hereunder by either party hereto must be made in writing, and no such waiver shall waive any rights or remedies except as expressly set forth therein.

Section 36.15. *Relationship.* This Agreement does not create any relationship between the parties hereto other than a contractual relationship by and between two independent parties as landlord and tenant. This Agreement shall not create a partnership, joint venture, employer-employee, master-servant, or any other fiduciary relationship, and no such relationship shall be inferred or construed hereunder.

Section 36.16. *No Brokers.* Each party hereto represents and warrants to the other and agrees that no brokers of any kind or nature were utilized by such party in any manner in the introduction of the parties, the negotiation of this Agreement or the execution thereof, and that no broker whatsoever is entitled to any commission or other compensation or remuneration of any kind as a result of such party's consummation of this Agreement.

Section 36.17. *Choice Of Law.* This Agreement shall be governed by and construed in accordance with the Law of the State of New York.

Section 36.18. *Choice Of Venue.* Any and all disputes or controversies arising out of, connected with or related to this Agreement that are not subject to arbitration in accordance with Article 28 shall be brought in New York State Supreme Court, New York County or, if jurisdictionally permitted, the United States District Court for the Southern District of New York.

Section 36.19. *Waiver Of Jury Trial.* EACH PARTY HERETO HEREBY WAIVES ANY RIGHT IT MAY OTHERWISE HAVE TO A TRIAL BY JURY OF ANY CLAIM, DISPUTE OR CONTROVERSY BROUGHT BEFORE A COURT THAT ARISES OUT OF, RELATES TO OR IS CONNECTED WITH THIS AGREEMENT, THE USE OR OPERATION OF ANY PART OF TERMINAL 4 OR ANY BREACH OF OR FAILURE TO PERFORM ANY PROMISE, TERM, COVENANT, AGREEMENT, CONDITION, REPRESENTATION, WARRANTY OR OTHER PROVISION HEREOF.

Section 36.20. *Specific Performance.* Each party to this Agreement acknowledges (and waives any defense based on a claim) that except where monetary damages elsewhere in this Agreement are specifically provided, monetary damages are not an adequate remedy to redress a breach by the other hereunder and that a breach by it hereunder would cause irreparable harm to any other party to this Agreement. Accordingly, each party to this Agreement agrees that upon a breach of this Agreement by any other party, the remedies of injunction, declaratory judgment and specific performance shall be available to such non-breaching party.

Section 36.21. *Counterparts.* This Agreement may be executed in any number counterparts, but not facsimile counterparts, each of which shall constitute an original agreement, and all of which together shall constitute one and the same agreement.

Section 36.22. *Delta Space Permit.* Except as provided in connection with calculation of the Delta Rent pursuant to Section 7.02, the Delta Space Permit is hereby terminated in all other

respects and this Agreement shall govern the relationship between Delta and IAT in respect of the Delta Premises previously governed by the Delta Space Permit.

Section 36.23. *IAT Confidential Information.* In this Agreement, whenever documents and information are to be provided by IAT to Delta in connection with the preparation or review of financial information, including in connection with the calculation of terminal fees, matters provided in Section 7.04, or in connection with the Budget, IAT shall not be required to provide confidential information related to the rates and charges paid by ATA Airline Sublessees under their particular Sublease, or IAT's employee compensation (other than head count and departmental cost basis used in preparing the Budget).

[remainder of page intentionally blank]

IN WITNESS WHEREOF the parties have executed and delivered this Agreement as of the date first written above.

JFK INTERNATIONAL AIR TERMINAL LLC

By: Michael E. Sibilia
Name: Michael E. Sibilia
Title: Chief Financial Officer

[signatures continued on next page]

DELTA AIR LINES, INC.

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

[Anchor Tenant Agreement Signature Page]

SCHEDULE 1-1

ATA Permitted O&M Expenses

[see attached]

SCHEDULE 1-1

Definition of ATA Permitted O&M Expenses

For purposes of this Agreement, ATA Permitted O&M Expenses shall include the Permitted O&M Expenses (as defined in the Port/IAT Lease (the definition of which is repeated below for convenience), as such definition may be amended from time-to-time, subject to the terms of this Agreement) subject to the following adjustments:

(1) Specifically excluding the following items from the definition of Permitted O&M Expenses:

(i) item (j) (Advertising and promotional expenses paid to third parties for the benefit of Project Operations) in respect of any amounts that are reimbursed to IAT from Contract Carriers as it relates to promotion and advertising;

(ii) item (m) (Costs and fees incurred in the development, implementation and operation of computer systems, including, without limitation, hardware, software and peripheral devices) in respect of any amounts for the CUTE System;

(iii) item (p) (Amounts refunded to sublessees and other third parties with respect to amounts overpaid by such Persons);

(iv) item (i) (Amounts payable to Schiphol USA Inc. in satisfaction of the terms of the Technical Cooperation and Construction Services Agreement, dated December 16, 1996 between Schiphol USA Inc. and the Lessee other than costs payable as Project Costs) or any similar amounts related to the 2010 Expansion Project (as defined in the Port/IAT Lease);

(v) any item of cost that is reimbursed to IAT by a Contract Carrier; and

(vi) amounts attributable to the Costs of the 2026 Capital Repairs.

For convenience, the definition of "Permitted O&M Expenses" from Exhibit 8.1 of the Port/IAT Lease is repeated below:

I. **"Permitted O&M Expenses"** shall mean, with reference to any Annual Period, the sum of the following items of cost:

(a) Wages, salaries, fringe benefits and other payroll costs or remuneration (including reimbursement of employee expenses) paid to or for employees employed for the benefit of Project Operations.

As used in this paragraph (a):

(i) **"Fringe benefits"** shall mean the items of cost which the Lessee is obligated to payor incur pursuant to applicable collective bargaining agreements or which the Lessee otherwise agrees to pay to employees as compensation for employment including, without limitation:

(1) paid time off, including, without limitation, for vacations, sick leave, holidays, birthdays, jury duty, medical checkup, lunch time and relief time;

(2) bonuses, including, without limitation, incentive compensation and profit sharing plans;

(3) costs related to training, relocation, severance or expatriation costs as provided for in paragraph (i) below, professional or trade organization memberships, subscriptions to trade publications, over-time meals or transportation, uniforms, business travel expenses, pension plans, welfare and training funds, and health, life, accident, or other such types of insurance; and

(4) any other payment made or cost incurred by agreement with such employees and personnel or pursuant to the Lessee's policy with respect to such employees and personnel.

(ii) **"Other payroll costs"** shall mean taxes and other payments payable pursuant to law upon the basis of wages paid to employees, including, without limitation, F.I.C.A., State Unemployment Insurance, Disability Insurance and Federal Unemployment Insurance.

(b) The cost of ordinary maintenance, repairs, improvements, alterations and changes related to the areas in the Central Terminal Area of the Airport set forth in the definition of Project Operations including, without limitation, payments to third party contractors for cleaning, rubbish removal, snow removal, facility maintenance, equipment maintenance, extermination and other cleaning and maintenance services furnished by contractors for the benefit of Project Operations other than any cost which is funded by subordinated debt or from the Major Maintenance and Renewal Fund or the Capital Improvements Reserve Fund.

(c) Payments for electricity, water, sewer rents and other fuel, utilities and services required for the benefit of Project Operations.

(d) The cost of provision, maintenance, repair and replacement of fixtures, furniture, furnishings, operating supplies, equipment and tools used for the benefit of Project Operations.

(e) (i) The cost of any insurance carried by the Lessee with respect to Project Operations or with respect to any accident or casualty occurring with respect thereto.

(ii) The cost of any such accident or casualty with respect to Project Operations paid for by the Lessee to the extent such accident or casualty is not reimbursed by insurance proceeds and such accident or casualty was not caused by the gross negligence or willful neglect of the Lessee.

(f) The costs of:

(i) telephone, telegraph, postage, messenger service and other communications services; and

(ii) trucking and other shipping services incurred for the benefit of Project Operations.

(g) Payments for rental of leased equipment and supplies.

(h) Professional fees paid to third parties, for the benefit of Project Operations and payments to third parties for legal, accounting, architectural, engineering, space planning and other professional services for the benefit of Project Operations.

(i) Amounts payable to Schiphol USA Inc. in satisfaction of the terms of the Technical Cooperation and Construction Services Agreement, dated December 16, 1996 between Schiphol USA Inc. and the Lessee other than costs payable as Project Costs.

(j) Advertising and promotional expenses paid to third parties for the benefit of Project Operations.

(k) Taxes actually paid by the Lessee including, without limitation, excise taxes, New York City sales and use tax and taxes on utilities or on the provision of utility services but excluding New York State Corporation Franchise tax, New York City General Corporation tax and New York City Unincorporated Business tax.

(1) Costs and fees incurred in connection with the obtaining and maintaining in effect of any consent, permit, license or approval from any Governmental Authority. Any fees, charges, penalties, judgments or other amounts assessed against the Lessee by any Governmental Authority except as provided in II(f) of this Exhibit.

(m) Costs and fees incurred in the development, implementation and operation of computer systems, including, without limitation, hardware. software and peripheral devices excluding those amounts to be paid to Schiphol USA Inc. pursuant to paragraph (I) (i) above.

(n) Costs of both the Port Authority and the Lessee of dispute resolution of disputes between the Port Authority and the Lessee, including reasonable attorney's fees (whether those of the Port Authority's Law Department or otherwise) of both parties. Costs incurred by the Lessee, including reasonable attorney's fees, for adjudication, arbitration, mediation or other dispute resolution mechanisms used to resolve disputes between the Lessee and third parties.

(o) Amounts payable to third parties for services provided for the benefit of Project Operations including, without limitation, financial services and any other services.

(p) Amounts refunded to sublessees and other third parties with respect to amounts overpaid by such Persons.

(q) (i) Amounts paid to the Trustee or any registrar, securities depository or paying agent (other than any such amount paid as a Project Cost) in accordance with the Lease, Trust Administration Agreement, Trust Indenture or other document relating to the financing of the Project (including, without limitation, (x) all costs and expenses incurred in connection with the preservation and enforcement of the Trustee's or the Bondholders' rights and remedies under the Security Documents (including, without limitation, reasonable fees and expenses of counsel and

(y) any amounts owed to the Trustee with respect to any indemnity provided by the Lessee, but not including any payments with respect to Debt Service) and (ii) amounts paid to securities rating agencies in connection with providing or maintaining the ratings on the Passenger Terminal Bonds (other than any such amount paid as a Project Cost).

(r) Amounts payable in respect of the Lessee's indemnification obligations to the Port Authority or third parties unless such obligation results from the gross negligence or willful act or omission of the Lessee.

(s) Any other amounts specified in this Agreement to constitute or be payable as "Permitted O&M Expenses".

(t) Any expenditure not itemized or referred to above which would be customarily and properly included as an operation and maintenance cost, and as would reasonably be incurred by a prudent operator in the conduct of or relating to the operation of a first-class international airline terminal.

Each of the items of cost enumerated in this Exhibit above shall be treated as a current expense. In no event shall any cost or expenditure be included in Permitted O&M Expenses more than once even though fitting under more than one category provided for in this Exhibit.

II. Notwithstanding the above provisions of this Exhibit, and without otherwise limiting the generality thereof, there shall be excluded from the Permitted O&M Expenses. or be deducted therefrom, as appropriate:

(a) Except as set forth in I(k) of this Exhibit, transfer, gains, franchises, inheritance, estate and income taxes imposed upon any Direct or Indirect Owner, Affiliate or any other Person than the Lessee.

(b) Legal, accounting, tax-related and other professional fees, charges and disbursements paid or incurred by the Lessee or any Direct or Indirect Owner or Affiliate in connection with the legal, accounting, tax-related (excluding taxes set forth in I(k) of this Exhibit) or other interests of any Direct or Indirect Owner or Affiliate of the Lessee, including any expenses in connection with the meeting or operation of the executive committee of the Lessee.

(c) Except as set forth in I(i) of this Exhibit, salaries, fringe benefits, bonuses, and other payroll costs or compensation paid to or for salaried employees or principals of any Direct or Indirect Owner or Affiliate of the Lessee, who is not also a full-time direct employee of the Lessee, including, without limitation, any expenses incurred by such employee or principal of a Direct or Indirect Owner or Affiliate of the Lessee; and any allocation of overhead. charges, fees or disbursements for goods or services provided by any Direct or Indirect Owner or Affiliate of the Lessee.

(d) Any other payment, disbursement, fee or emolument to a Direct or Indirect Owner or Affiliate of the Lessee other than those (i) expressly allowed in paragraph (I) (i) above or (ii) permitted under Section 21 of this Agreement. It is expressly understood that the payments referred to in this paragraph and the immediately preceding two paragraphs are to be considered liquidated by the Lessee Terminal Management Funds.

(e) Except to the extent permitted under Section 21 of this Agreement, any charges, fees or disbursements to any consultants or other third parties unless the goods and services provided by such consultants or other third parties benefit the Project Operation and do not separately benefit any Direct or Indirect Owner or Affiliate of the Lessee.

(f) Penalties assessed against the Lessee for the failure to cure a violation of any law, statute, rule or requirement in circumstances in which Lessee's violation, or failure to cure such violation, was caused by the gross negligence or willful act or omission of the Lessee (unless the violation or the failure to cure such violation was commercially reasonable) .

(g) Any costs for goods or services collected from a Retail Sublessee or other sub-tenant or permittee as part of a "Common Area Maintenance (CAM)" charge or "Retail Marketing Fee" or for which the Lessee has otherwise received direct reimbursement from a Retail Sublessee or other sub-tenant or permittee as a separate item of additional rent or fee, except to the extent the revenues associated with such charge are included in Gross Revenues.

(h) Any payment, fee, disbursement or other cost, or part thereof, to any third party contractor, agent, supplier, or other party whatsoever, that is above the fair market value under the circumstances for the good or service that is being provided except to the extent incurred pursuant to an arrangement previously entered into at fair market value.

SCHEDULE 4-1

Port/IAT Lease

[see attached]

SCHEDULE 4-1

Port/IAT Lease

1. Agreement of Lease between The Port Authority of New York and New Jersey (the "Port Authority") and JFK International Air Terminal LLC, a New York limited liability company ("JFK IAT"), dated as of May 13, 1997, bearing Port Authority agreement number AYC-685

2. Supplemental Lease Agreement No. 1 by and between the Port Authority and JFK IAT, dated as of August 10, 2001

3. Supplemental Lease Agreement No. 2 by and between the Port Authority and JFK IAT, dated as of December 20, 2002

4. Supplemental Lease Agreement No. 3 by and between the Port Authority and JFK IAT, dated as of January 1, 2004

5. Supplemental Lease Agreement No. 4 by and between the Port Authority and JFK IAT, dated as of December 1, 2004

6. Fifth Supplemental Agreement by and between the Port Authority and JFK IAT, dated as of December 9, 2010

SCHEDULE 4-2

Series 6 Bond Documents

[see attached]

SCHEDULE 4-2

Series 6 Bond Documents

Series 6 Bond Documents (all terms used as defined in the Trust Administration Agreement) :

(a) Series 6 Bonds,

(b) Trust Indenture,

(c) Trust Administration Agreement,

(d) Assignment of Rents,

(e) Series Resolution authorizing Series 6 Bonds, adopted October 17, 1997,

(f) Special Project Bond Resolution,

(g) Personal Property Security Interest,

(h) Leasehold Mortgage,

(i) Guaranty,

(j) Assignment of Construction Contracts, Plans and Specifications, and Service and Other Contracts,

(k) Assignment of Tenant Leases and Rents,

(l) Port Authority Financing Consent and Agreement,

(m) Lease Assignment, and

(n) Any other Security Document defined as such in the Lease relating to the Series 6 Bonds.

SCHEDULE 4-3

Series 8 Bond Documents

[see attached]

SCHEDULE 4-3

Series 8 Bond Documents

Series 8 Bond Documents (all terms used as defined in the Trust Administration Agreement):

(a) Series 8 Bonds,

(b) Trust Indenture,

(c) Trust Administration Agreement,

(d) Assignment of Rents,

(e) Series Resolution authorizing Series 8 Bonds, adopted August 5, 2010,

(f) Special Project Bond Resolution,

(g) Personal Property Security Interest,

(h) Leasehold Mortgage,

(i) Guaranty,

(j) 2010 Assignment of Construction Contracts, Plans and Specifications, and Service and Other Contracts,

(k) Assignment of Tenant Leases and Rents,

(l) Port Authority Financing Consent and Agreement,

(m) Any Parity Resolution,

(n) Lease Assignment, and

(o) Any other Security Document defined as such in the Lease.

SCHEDULE 4-4

Transaction Documents

[see attached]

SCHEDULE 4-4

Transaction Documents

Assignment of Construction Contracts, Plans and Specifications, and Service and Other Contracts, dated as of December 9, 2010, between Delta Airlines, Inc., a Delaware corporation, as assignor, and JFK International Air Terminal LLC, a New York limited liability company, as assignee.

SCHEDULE 6-1

Approved Phase I IAT Project Contract Documents

NONE

SCHEDULE 6-2

Phase I IAT Project Contract Documents Pending Approval

[see attached]

DOCUMENT
DATE

* **ARUP Ove Arup & Partners Consulting Engineers**

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41	S-512	STRUCTURAL, BRACED FRAME, ELEVATIONS, SHEET 2	
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43	S-532	STRUCTURAL, BUILDING SECTIONS	1/4" = 1'-0"
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A-101F	LEVEL 1 PART PLAN F
A-101F1	LEVEL 1 PART PLAN F1
A-101G	LEVEL 1 PART PLAN G
A-101H	LEVEL 1 PART PLAN H
A-101J	LEVEL 1 PART PLAN J
A-101K	LEVEL 1 PART PLAN K
A-101L	LEVEL 1 PART PLAN L
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B.1D1M.M	LEVEL 1 PARTIAL PLAN AREA M - CEILING
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B.1D2L.F	LEVEL 2 PARTIAL PLAN AREA L - FLOOR
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B.1D3E.M	LEVEL 3 PARTIAL PLAN AREA E - CEILING
B.1D3F.M	LEVEL 3 PARTIAL PLAN AREA F - CEILING
B.1D3J.F	LEVEL 3 PARTIAL PLAN AREA J - FLOOR
B.1D3K.M	LEVEL 3 PARTIAL PLAN AREA K - CEILING
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B.1D4D.F	LEVEL 4 PARTIAL PLAN AREA D - FLOOR
B.1D4J.F	LEVEL 4 PARTIAL PLAN AREA J - FLOOR
B.1D4K.F	LEVEL 4 PARTIAL PLAN AREA K - FLOOR
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B.2D1D.M	LEVEL 1 PARTIAL PLAN AREA D - CEILING
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B.2D1D.M_ALT	LEVEL 1 PARTIAL PLAN AREA D - ALT-CEILING
B.2D1F.F	LEVEL 1 PARTIAL PLAN AREA F - FLOOR
B.2D1F1.F	LEVEL 1 PARTIAL PLAN AREA F1 - FLOOR
B.2D1F1.M	LEVEL 1 PARTIAL PLAN AREA F1 - CEILING
B.2D1L.F	LEVEL 1 PARTIAL PLAN AREA L - CEILING
B.2D1L.M	LEVEL 1 PARTIAL PLAN AREA L - FLOOR
B.2D1M.F	LEVEL 1 PARTIAL PLAN AREA M - FLOOR
B.2D1M.M	LEVEL 1 PARTIAL PLAN AREA M - CEILING
B.2D2	LEVEL 2 OVERALL INSTALLATION PLAN
B.2D2H.M	LEVEL 2 PARTIAL PLAN AREA H - CEILING
B.2D2J.F	LEVEL 2 PARTIAL PLAN AREA J - FLOOR
B.2D2J.M	LEVEL 2 PARTIAL PLAN AREA J - CEILING
B.2D2L.F	LEVEL 2 PARTIAL PLAN AREA L - FLOOR
B.2D2L.M	LEVEL 2 PARTIAL PLAN AREA L - CEILING
B.2D2M.M	LEVEL 2 PARTIAL PLAN AREA M - CEILING
B.2D3	LEVEL 3 OVERALL INSTALLATION PLAN
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B.2D3D.M	LEVEL 3 PARTIAL PLAN AREA D - CEILING
B.2D3E.F	LEVEL 3 PARTIAL PLAN AREA E - FLOOR
B.2D3E.M	LEVEL 3 PARTIAL PLAN AREA E - CEILING
B.2D3F.F	LEVEL 3 PARTIAL PLAN AREA F - FLOOR
B.2D3F.M	LEVEL 3 PARTIAL PLAN AREA F - CEILING
B.2D3F1.F	LEVEL 3 PARTIAL PLAN AREA F1 - FLOOR
B.2D3F1.M	LEVEL 3 PARTIAL PLAN AREA F1 - CEILING
B.2D3J.F	LEVEL 3 PARTIAL PLAN AREA J - FLOOR
B.2D3J.M	LEVEL 3 PARTIAL PLAN AREA J - CEILING
B.2D3K.F	LEVEL 3 PARTIAL PLAN AREA K - FLOOR
B.2D3K.M	LEVEL 3 PARTIAL PLAN AREA K - CEILING
B.2D3L.F	LEVEL 3 PARTIAL PLAN AREA L - FLOOR
B.2D3L.M	LEVEL 3 PARTIAL PLAN AREA L - CEILING
B.2D4	LEVEL 4 OVERALL INSTALLATION PLAN
B.2D4D.F	LEVEL 4 PARTIAL PLAN AREA D - FLOOR
B.2D4F.F	LEVEL 4 PARTIAL PLAN AREA F - FLOOR
B.2D4H.F	LEVEL 4 PARTIAL PLAN AREA H - FLOOR
B.2D4J.F	LEVEL 4 PARTIAL PLAN AREA J - FLOOR
B.2D4K.F	LEVEL 4 PARTIAL PLAN AREA K - FLOOR
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B.6D4	PHASING
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W-101C	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN C
W-101D1	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN D1
W-101D	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN D
W-101E	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN E
W-101F	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN F
W-101F1	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN F1
W-101G	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN G
W-101H	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN H
W-101J	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN J
W-101K	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN K
W-101L	WAYFINDING AND SIGNAGE LEVEL 1 PART PLAN L
W-102A	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN A
W-102B	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN B
W-102C	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN C
W-102D1	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN D1
W-102D	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN D
W-102E	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN E
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W-102K	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN K
W-102L	WAYFINDING AND SIGNAGE LEVEL 2 PART PLAN L
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W-103B	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN B
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W-103D1	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN D1
W-103D	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN D
W-103E	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN E
W-103F	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN F
W-103F1	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN F1
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W-103H	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN H
W-103J	WAYFINDING AND SIGNAGE LEVEL 3 PART PLAN J
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MECHANICAL DRAWING LIST

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2	M-002	MECHANICAL, SYMBOLS, & VENT INDEX	N.T.S.
3	M-003	MECHANICAL, ABBREVIATIONS, & NOTES	N.T.S.
4	M-010	MECHANICAL, SCHEDULES, SHEET 1	N.T.S.
5	M-011	MECHANICAL, SCHEDULES, SHEET 2	N.T.S.
6	M-101	MECHANICAL, LEVEL 1, OVERALL PLAN	1" = 40'-0"
7	M-101D	MECHANICAL, LEVEL 1, PART PLAN D	1/8" = 1'-0"
8	M-101F	MECHANICAL, LEVEL 1, PART PLAN F	1/8" = 1'-0"
9	M-101F1	MECHANICAL, LEVEL 1, PART PLAN F1	1/8" = 1'-0"
10	M-101H	MECHANICAL, LEVEL 1, PART PLAN H	1/8" = 1'-0"
11	M-101L	MECHANICAL, LEVEL 1, PART PLAN L	1/8" = 1'-0"
12	M-102	MECHANICAL, LEVEL 2, OVERALL PLAN	1" = 40'-0"
13	M-102J	MECHANICAL, LEVEL 2, PART PLAN J	1/8" = 1'-0"
14	M-102K	MECHANICAL, LEVEL 2, PART PLAN K	1/8" = 1'-0"
15	M-102L	MECHANICAL, LEVEL 2, PART PLAN L	1/8" = 1'-0"
16	M-103	MECHANICAL, LEVEL 3, OVERALL PLAN	1" = 40'-0"
17	M-103D	MECHANICAL, LEVEL 3, PART PLAN D	1/8" = 1'-0"
18	M-103E	MECHANICAL, LEVEL 3, PART PLAN E	1/8" = 1'-0"
19	M-103F	MECHANICAL, LEVEL 3, PART PLAN F	1/8" = 1'-0"
20	M-103F1	MECHANICAL, LEVEL 3, PART PLAN F1	1/8" = 1'-0"
21	M-103H	MECHANICAL, LEVEL 3, PART PLAN H	1/8" = 1'-0"
22	M-103J	MECHANICAL, LEVEL 3, PART PLAN J	1/8" = 1'-0"
23	M-103K	MECHANICAL, LEVEL 3, PART PLAN K	1/8" = 1'-0"
24	M-103L	MECHANICAL, LEVEL 3, PART PLAN L	1/8" = 1'-0"
25	M-104	MECHANICAL, LEVEL 4, OVERALL PLAN	1" = 40'-0"
26	M-104F	MECHANICAL, LEVEL 4, PART PLAN F	1/8" = 1'-0"
27	M-104H	MECHANICAL, LEVEL 4, PART PLAN H	1/8" = 1'-0"
28	M-104J	MECHANICAL, LEVEL 4, PART PLAN J	1/8" = 1'-0"
29	M-104K	MECHANICAL, LEVEL 4, PART PLAN K	1/8" = 1'-0"
30	M-104L	MECHANICAL, LEVEL 4, PART PLAN L	1/8" = 1'-0"
31	M-401	MECHANICAL, CHILLED WATER, SINGLE LINE, DIAGRAM, HH, SHEET 1	N.T.S.
32	M-402	MECHANICAL, CHILLED WATER, SINGLE LINE, DIAGRAM, HH, SHEET 2	N.T.S.
33	M-403	MECHANICAL, CHILLED WATER, SINGLE LINE, DIAGRAM, HH, SHEET 3	N.T.S.
34	M-404	MECHANICAL, CHILLED WATER, SINGLE LINE, DIAGRAM, HH, SHEET 4	N.T.S.
35	M-405	MECHANICAL, HHW, SINGLE LINE, DIAGRAM, HH, SHEET 5	N.T.S.
36	M-406	MECHANICAL, HHW, SINGLE LINE, DIAGRAM, HH, SHEET 6	N.T.S.
37	M-407	MECHANICAL, HHW, SINGLE LINE, DIAGRAM, HH, SHEET 7	N.T.S.
38	M-408	MECHANICAL, HHW, SINGLE LINE, DIAGRAM, HH, SHEET 8	N.T.S.
39	M-420	MECHANICAL, SINGLE LINE, DIAGRAM, HEADHOUSE, SHEET 1	N.T.S.
40	M-421	MECHANICAL, SINGLE LINE, DIAGRAM, HEADHOUSE, SHEET 2	N.T.S.

PLUMBING DRAWING LIST

No.	DWG No.	DRAWING TITLE	SCALE
1	P-001	PLUMBING, SYMBOLS, NOTES, ABBREVIATIONS & SCHEDULES	N.T.S.
2	P-002	PLUMBING, SYMBOLS, NOTES, ABBREVIATIONS & SCHEDULES	NTS
3	P-100	PLUMBING, UNDERSLAB, PIPING, OVERALL PLAN	1" = 40'-0"
4	P-100D	PLUMBING, UNDERSLAB, PIPING, PART PLAN D	1/8" = 1'-0"
5	P-100F	PLUMBING, UNDERSLAB, PIPING, PART PLAN F	1/8" = 1'-0"
6	P-100F1	PLUMBING, UNDERSLAB, PIPING, PART PLAN F1	1/8" = 1'-0"
7	P-100H	PLUMBING, UNDERSLAB, PIPING, PART PLAN H	1/8" = 1'-0"
8	P-101	PLUMBING, LEVEL 1, OVERALL PLAN	1" = 40'-0"
9	P-101D	PLUMBING, LEVEL 1, PART PLAN D	1/8" = 1'-0"
10	P-101F	PLUMBING, LEVEL 1, PART PLAN F	1/8" = 1'-0"
11	P-101F1	PLUMBING, LEVEL 1, PART PLAN F1	1/8" = 1'-0"
12	P-101H	PLUMBING, LEVEL 1, PART PLAN H	1/8" = 1'-0"
13	P-101L	PLUMBING, LEVEL 1, PART PLAN L	1/8" = 1'-0"

FIRE PROTECTION DRAWING LIST

No.	DWG No.	DRAWING TITLE	SCALE
1	F-001	FIRE PROTECTION, SYMBOLS, NOTES, ABBREVIATIONS & SCHEDULES	N.T.S.
2	F-002	FIRE PROTECTION, SYMBOLS, NOTES & ABBREVIATIONS	NTS
3	F-101	FIRE PROTECTION, LEVEL 1, OVERALL PLAN	1" = 40'-0"
4	F-101D	FIRE PROTECTION, LEVEL 1, PART PLAN D	1/8" = 1'-0"
5	F-101F	FIRE PROTECTION, LEVEL 1, PART PLAN F	1/8" = 1'-0"
6	F-101F1	FIRE PROTECTION, LEVEL 1, PART PLAN F1	1/8" = 1'-0"
7	F-101H	FIRE PROTECTION, LEVEL 1, PART PLAN H	1/8" = 1"-0"
8	F-101L	FIRE PROTECTION, LEVEL 1, PART PLAN L	1/8" = 1'-0"
9	F-103	FIRE PROTECTION, LEVEL 3, OVERALL PLAN	1" = 40'-0"
10	F-103K	FIRE PROTECTION, LEVEL 3, PART PLAN K	1/8" = 1"-0"

ELECTRICAL DRAWING LIST

No.	DWG No.	DRAWING TITLE	SCALE
1	E-001	ELECTRICAL, GENERAL NOTES	N.T.S.
2	E-002	ELECTRICAL, SYMBOLS,, ABBREVIATIONS, GENERAL NOTES	NTS
3	E-101	ELECTRICAL, LEVEL 1, POWER, OVERALL PLAN	1" = 40'-0"
4	E-101D	ELECTRICAL, LEVEL 1, POWER, PART PLAN D	1/8" = 1'-0"
5	E-101F	ELECTRICAL, LEVEL 1, POWER, PART PLAN F	1/8" = 1'-0"
6	E-101F1	ELECTRICAL, LEVEL 1, POWER, PART PLAN F1	1/8" = 1'-0"
7	E-103	ELECTRICAL, LEVEL 3, POWER, OVERALL PLAN	1" = 40'-0"
8	E-103D	ELECTRICAL, LEVEL 3, POWER, PART PLAN D	1/8" = 1'-0"
9	E-103F	ELECTRICAL, LEVEL 3, POWER, PART PLAN F	1/8" = 1'-0"
10	E-103J	ELECTRICAL, LEVEL 3, POWER, PART PLAN J	1/8" = 1'-0"
11	E-103K	ELECTRICAL, LEVEL 3, POWER, PART PLAN K	1/8" = 1'-0"
12	E-104	ELECTRICAL, LEVEL 4, POWER, OVERALL PLAN	1" = 40'-0"
13	E-104D	ELECTRICAL, LEVEL 4, POWER, PART PLAN D	1/8" = 1'-0"
14	E-104F	ELECTRICAL, LEVEL 4, POWER, PART PLAN F	1/8" = 1'-0"
15	E-104G	ELECTRICAL, LEVEL 4, POWER, PART PLAN G	1/8" = 1'-0"
16	E-104H	ELECTRICAL, LEVEL 4, POWER, PART PLAN H	1/8" = 1'-0"
17	E-104J	ELECTRICAL, LEVEL 4, POWER, PART PLAN J	1/8" = 1'-0"
18	E-104K	ELECTRICAL, LEVEL 4, POWER, PART PLAN K	1/8" = 1'-0"
19	E-201	ELECTRICAL, LEVEL 1, LIGHTING, OVERALL PLAN	1" = 40'-0"
20	E-202	ELECTRICAL, LEVEL 2, LIGHTING, OVERALL PLAN	1" = 40'-0"
21	E-203	ELECTRICAL, LEVEL 3, LIGHTING, OVERALL PLAN	1" = 40'-0"
22	E-204	ELECTRICAL, LEVEL 4, LIGHTING, OVERALL PLAN	1" = 40'-0"
23	E-301	FIRE ALARM, LEVEL 1, OVERALL PLAN	1" = 40'-0"
24	E-301D	FIRE ALARM, LEVEL 1, PART PLAN D	1/8" = 1'-0"
25	E-301F	FIRE ALARM, LEVEL 1, PART PLAN F	1/8" = 1'-0"
26	E-303	FIRE ALARM, LEVEL 3, OVERALL PLAN	1" = 40'-0"
27	E-303J	FIRE ALARM, LEVEL 3, PART PLAN J	1/8" = 1'-0"
28	E-303K	FIRE ALARM, LEVEL 3, PART PLAN K	1/8" = 1'-0"
29	E-304	FIRE ALARM, LEVEL 4, OVERALL PLAN	1" = 40'-0"
30	E-304J	FIRE ALARM, LEVEL 4, PART PLAN J	1/8" = 1'-0"
31	E-304K	FIRE ALARM, LEVEL 4, PART PLAN K	1/8" = 1'-0"
32	E-401	ELECTRICAL POWER, EAST, PARTIAL SINGLE, LINE DIAGRAMS	1/8" = 1'-0"
33	E-402	FIRE, ALARM, SINGLE LINE, DIAGRAM	1/8" = 1'-0"

COMMUNICATIONS DRAWING LIST

No.	DWG No.	DRAWING TITLE	SCALE
1	T-001	COMMUNICATIONS, GENERAL NOTES	N.T.S.
2	T-201	COMMUNICATIONS, LEVEL 1, ICT ZONES PLAN	1/32" = 1'-0"
3	T-202	COMMUNICATIONS, LEVEL 2, ICT ZONES PLAN	1/32" = 1'-0"
4	T-203	COMMUNICATIONS, LEVEL 3, ICT ZONES PLAN	1/32" = 1'-0"
5	T-204	COMMUNICATIONS, LEVEL 4, ICT ZONES PLAN	1/32" = 1'-0"

PUBLIC ADDRESS DRAWING LIST

No.	DWG No.	DRAWING TITLE	SCALE
1	PA-001	PUBLIC ADDRESS, SYMBOLS, NOTES & ABBREVIATIONS	NTS
2	PA-101	PUBLIC ADDRESS, LEVEL 1, OVERALL PLAN	1" = 40'-0"
3	PA-104	PUBLIC ADDRESS, LEVEL 4, OVERALL PLAN	1" = 40'-0"
4	PA-301	PUBLIC ADDRESS, SYSTEM, BLOCK DIAGRAM	NTS

SECURITY DRAWING LIST

No.	DWG No.	DRAWING TITLE	SCALE
1	Z-001	SECURITY, GENERAL NOTES	N.T.S.
2	Z-101	SECURITY, LEVEL 1, OVERALL PLAN	1" = 40'-0"
3	Z-101A	SECURITY, LEVEL 1, PART PLAN A	1/8" = 1'-0"
4	Z-101B	SECURITY, LEVEL 1, PART PLAN B	1/8" = 1'-0"
5	Z-101C	SECURITY, LEVEL 1, PART PLAN C	1/8" = 1'-0"
6	Z-101D	SECURITY, LEVEL 1, PART PLAN D	1/8" = 1'-0"
7	Z-101D1	SECURITY, LEVEL 1, PART PLAN D1	1/8" = 1'-0"
8	Z-101E	SECURITY, LEVEL 1, PART PLAN E	1/8" = 1'-0"
9	Z-101F	SECURITY, LEVEL 1, PART PLAN F	1/8" = 1'-0"
10	Z-101F1	SECURITY, LEVEL 1, PART PLAN F1	1/8" = 1'-0"
11	Z-101G	SECURITY, LEVEL 1, PART PLAN G	1/8" = 1'-0"
12	Z-101H	SECURITY, LEVEL 1, PART PLAN H	1/8" = 1'-0"
13	Z-101J	SECURITY, LEVEL 1, PART PLAN J	1/8" = 1'-0"
14	Z-101K	SECURITY, LEVEL 1, PART PLAN K	1/8" = 1'-0"
15	Z-101L	SECURITY, LEVEL 1, PART PLAN L	1/8" = 1'-0"
16	Z-102	SECURITY, LEVEL 2, OVERALL PLAN	1" = 40'-0"
17	Z-102D1	SECURITY, LEVEL 2, PART PLAN D1	1/8" = 1'-0"
18	Z-102G	SECURITY, LEVEL 2, PART PLAN G	1/8" = 1'-0"
19	Z-102H	SECURITY, LEVEL 2, PART PLAN H	1/8" = 1'-0"
20	Z-102J	SECURITY, LEVEL 2, PART PLAN J	1/8" = 1'-0"
21	Z-102K	SECURITY, LEVEL 2, PART PLAN K	1/8" = 1'-0"
22	Z-102L	SECURITY, LEVEL 2, PART PLAN L	1/8" = 1'-0"
23	Z-103	SECURITY, LEVEL 3, OVERALL PLAN	1" = 40'-0"
24	Z-103D	SECURITY, LEVEL 3, PART PLAN D	1/8" = 1'-0"
25	Z-103E	SECURITY, LEVEL 3, PART PLAN E	1/8" = 1'-0"
26	Z-103F	SECURITY, LEVEL 3, PART PLAN F	1/8" = 1'-0"
27	Z-103F1	SECURITY, LEVEL 3, PART PLAN F1	1/8" = 1'-0"
28	Z-103G	SECURITY, LEVEL 3, PART PLAN G	1/8" = 1'-0"
29	Z-103H	SECURITY, LEVEL 3, PART PLAN H	1/8" = 1'-0"
30	Z-103J	SECURITY, LEVEL 3, PART PLAN J	1/8" = 1'-0"
31	Z-103K	SECURITY, LEVEL 3, PART PLAN K	1/8" = 1'-0"
32	Z-103L	SECURITY, LEVEL 3, PART PLAN L	1/8" = 1'-0"
33	Z-104	SECURITY, LEVEL 4, OVERALL PLAN	1" = 40'-0"
34	Z-104D	SECURITY, LEVEL 4, PART PLAN D	1/8" = 1'-0"
35	Z-104D1	SECURITY, LEVEL 4, PART PLAN D1	1/8" = 1'-0"
36	Z-104F	SECURITY, LEVEL 4, PART PLAN F	1/8" = 1'-0"
37	Z-104F1	SECURITY, LEVEL 4, PART PLAN F1	1/8" = 1'-0"
38	Z-104G	SECURITY, LEVEL 4, PART PLAN G	1/8" = 1'-0"
39	Z-104H	SECURITY, LEVEL 4, PART PLAN H	1/8" = 1'-0"
40	Z-104J	SECURITY, LEVEL 4, PART PLAN J	1/8" = 1'-0"
41	Z-104K	SECURITY, LEVEL 4, PART PLAN K	1/8" = 1'-0"
42	Z-104L	SECURITY, LEVEL 4, PART PLAN L	1/8" = 1'-0"
43	Z-301	SECURITY SYSTEMS, PHYSICAL ARCH., ACCESS CONTROL, CCTV SYSTEM AND INTERCOM	N.T.S.
44	Z-302	SECURITY SYSTEMS, PHYSICAL ARCHS., ACCTV SYSTEM	N.T.S.

Basis of Design Report

201026 JFK 30% BOD 081910_R3.0.pdf
201026 JFK 30% Charts.pdf
201026 JFK 30% Flight Schedule.pdf
201026 JFK 30% JFK T4 Conveyor Manifest 2010-8-19.pdf
201026 JFK 30% Project Schedule.pdf
201026 JFK 30% Spec TOC_081910.pdf
962431_1A_CTX9800_Site_Design_and_Planning_Guide_Rev_A.pdf

PMIS EDS Query.xls
PMIS ETD Query.xls

Drawings
See Separate Drawing List

Simulation
JFK T4_media

201026 JFK T4 30% SimReport
201026 JFK T4 SimFDS
JFK T4.wmv

JFK HEADHOUSE SHEET DIRECTORY

DRAWING NUMBER	DRAWING DESCRIPTION	DRAWING SCALE	SD 100%	DD 30%	DD 70%	CD 100%
	Baggage Conveying Equipment					
B.000	DRAWING INDEX	NTS		•		
B.001	LEGEND, SYMBLOLS AND ABBREVIATIONS	NTS	•	•		
B.002	SCHEMATIC PLAN	NTS	•	•		
B.101	LEVEL 1 OVERALL PLAN	1/64" = 1'-0"	•	•		
B.101G.M	LEVEL 1 PARTIAL PLAN AREA G - CEILING	1/8" = 1'-0"	•	•		
B.101M.F	LEVEL 1 PARTIAL PLAN AREA M - FLOOR	1/8" = 1'-0"	•	•		
B.101M.M	LEVEL 1 PARTIAL PLAN AREA M - CEILING	1/8" = 1'-0"	•	•		
B.101Q.M	LEVEL 1 PARTIAL PLAN AREA Q - CEILING	1/8" = 1'-0"		•		
B.101R.M	LEVEL 1 PARTIAL PLAN AREA R - CEILING	1/8" = 1'-0"		•		
B.101S.M	LEVEL 1 PARTIAL PLAN AREA S - CEILING	1/8" = 1'-0"		•		
B.101T.F	LEVEL 1 PARTIAL PLAN AREA T - FLOOR	1/8" = 1'-0"		•		
B.101T.M	LEVEL 1 PARTIAL PLAN AREA T - CEILING	1/8" = 1'-0"		•		
B.101U.F	LEVEL 1 PARTIAL PLAN AREA U - FLOOR	1/8" = 1'-0"		•		
B.101U.M	LEVEL 1 PARTIAL PLAN AREA U - CEILING	1/8" = 1'-0"		•		
B.101V.F	LEVEL 1 PARTIAL PLAN AREA V - FLOOR	1/8" = 1'-0"		•		
B.101V.M	LEVEL 1 PARTIAL PLAN AREA V - CEILING	1/8" = 1'-0"		•		
B.102	LEVEL 2 OVERALL PLAN	1/64" = 1'-0"	•	•		
B.102G.F	LEVEL 2 PARTIAL PLAN AREA G - FLOOR	1/8" = 1'-0"	•	•		
B.102G.M	LEVEL 2 PARTIAL PLAN AREA G - CEILIING	1/8" = 1'-0"	•	•		
B.102H.F	LEVEL 2 PARTIAL PLAN AREA H - FLOOR	1/8" = 1'-0"	•	•		
B.102H.M	LEVEL 2 PARTIAL PLAN AREA H - CEILING	1/8" = 1'-0"	•	•		
B.102J.M	LEVEL 2 PARTIAL PLAN AREA J - CEILING	1/8" = 1'-0"	•	•		
B.102L.F	LEVEL 2 PARTIAL PLAN AREA L - FLOOR	1/8" = 1'-0"	•	•		
B.103	LEVEL 3 OVERALL PLAN	1/64" = 1'-0"	•	•		
B.103D.M	LEVEL 3 PARTIAL PLAN AREA D - CEILING	1/8" = 1'-0"	•	•		
B.103E.M	LEVEL 3 PARTIAL PLAN AREA E - CEILING	1/8" = 1'-0"	•	•		
B.103F.M	LEVEL 3 PARTIAL PLAN AREA F - CEILILNG	1/8" = 1'-0"	•	•		
B.103J.F	LEVEL 3 PARTIAL PLAN AREA J - FLOOR	1/8" = 1'-0"	•	•		
B.103K.M	LEVEL 3 PARTIAL PLAN AREA K - CEILILNG	1/8" = 1'-0"	•	•		
B.104	LEVEL 4 OVERALL PLAN	1/64" = 1'-0"	•	•		
B.104D.F	LEVEL 4 PARTIAL PLAN AREA D - FLOOR	1/8" = 1'-0"	•	•		
B.104J.F	LEVEL 4 PARTIAL PLAN AREA J - FLOOR	1/8" = 1'-0"	•	•		
B104K.F	LEVEL 4 PARTIAL PLAN AREA K - FLOOR	1/8" = 1'-0"	•	•		
B.201	LEVEL 1 OVERAL PLAN	1/64" = 1'-0"	•	•		
B.201D.F	LEVEL 1 PARTIAL PLAN AREA D - FLOOR	1/8" = 1'-0"	•	•		
B.201D.M	LEVEL 1 PARTIAL PLAN AREA D - CEILING	1/8" = 1'-0"	•	•		
B.201F.F	LEVEL 1 PARTIAL PLAN AREA F - FLOOR	1/8" = 1'-0"	•	•		
B.201F1.F	LEVEL 1 PARTIAL PLAN AREA F1 - FLOOR	1/8" = 1'-0"	•	•		
B.201F1.M	LEVEL 1 PARTIAL PLAN AREA F1 - CEILING	1/8" = 1'-0"	•	•		
B.201G.M	LEVEL 1 PARTIAL PLAN AREA G - CEILING	1/8" = 1'-0"	•	•		
B.201L.F	LEVEL 1 PARTIAL PLAN AREA L - CEILING	1/8" = 1'-0"	•	•		
B.201L.M	LEVEL 1 PARTIAL PLAN AREA L - FLOOR	1/8" = 1'-0"	•	•		
B.201M.F	LEVEL 1 PARTIAL PLAN AREA M - FLOOR	1/8" = 1'-0"	•	•		
B.201M.M	LEVEL 1 PARTIAL PLAN AREA M - CEILING	1/8" = 1'-0"	•	•		
B.201Q.F	LEVEL 1 PARTIAL PLAN AREA Q - FLOOR	1/8" = 1'-0"		•		
B.201Q.M	LEVEL 1 PARTIAL PLAN AREA Q - CEILING	1/8" = 1'-0"		•		
B.201T.F	LEVEL 1 PARTIAL PLAN AREA T - FLOOR	1/8" = 1'-0"		•		
B.201T.M	LEVEL 1 PARTIAL PLAN AREA T - CEILING	1/8" = 1'-0"		•		
B.201U.M	LEVEL 1 PARTIAL PLAN AREA U - CEILING	1/8" = 1'-0"		•		
B.201V.F	LEVEL 1 PARTIAL PLAN AREA V - FLOOR	1/8" = 1'-0"		•		
B.201V.M	LEVEL 1 PARTIAL PLAN AREA V - CEILING	1/8" = 1'-0"		•		
B.202	LEVEL 2 OVERALL PLAN	1/64" = 1'-0"	•	•		

B.202G.M	LEVEL 2 PARTIAL PLAN AREA G - CEILIING	1/8" = 1'-0"	•	•		
B.202H.M	LEVEL 2 PARTIAL PLAN AREA H - CEILING	1/8" = 1'-0"	•	•		
B.202J.M	LEVEL 2 PARTIAL PLAN AREA J - CEILING	1/8" = 1'-0"	•	•		
B.202L.F	LEVEL 2 PARTIAL PLAN AREA L - FLOOR	1/8" = 1'-0"	•	•		
B.202L.M	LEVEL 2 PARTIAL PLAN AREA L - CEILING	1/8" = 1'-0"	•	•		
B.202M.M	LEVEL 2 PARTIAL PLAN AREA M - CEILING	1/8" = 1'-0"	•	•		
B.203	LEVEL 3 OVERALL PLAN	1/64" = 1'-0"	•	•		
B.203D1.M	LEVEL 3 PARTIAL PLAN AREA D1 - CEILING	1/8" = 1'-0"	•	•		
B.203D.M	LEVEL 3 PARTIAL PLAN AREA D - CEILING	1/8" = 1'-0"	•	•		
B.203E.F	LEVEL 3 PARTIAL PLAN AREA E - FLOOR	1/8" = 1'-0"	•	•		
B.203E.M	LEVEL 3 PARTIAL PLAN AREA E - CEILING	1/8" = 1'-0"	•	•		
B.203F.F	LEVEL 3 PARTIAL PLAN AREA F - FLOOR	1/8" = 1'-0"	•	•		
B.203F.M	LEVEL 3 PARTIAL PLAN AREA F - CEILING	1/8" = 1'-0"	•	•		
B.203F1.F	LEVEL 3 PARTIAL PLAN AREA F1 - FLOOR	1/8" = 1'-0"	•	•		
B.203F1.M	LEVEL 3 PARTIAL PLAN AREA F1 - CEILING	1/8" = 1'-0"	•	•		
B.203J.F	LEVEL 3 PARTIAL PLAN AREA J - FLOOR	1/8" = 1'-0"	•	•		
B.203J.M	LEVEL 3 PARTIAL PLAN AREA J - CEILING	1/8" = 1'-0"	•	•		
B.203K.F	LEVEL 3 PARTIAL PLAN AREA K - FLOOR	1/8" = 1'-0"	•	•		
B.203K.M	LEVEL 3 PARTIAL PLAN AREA K - CEILING	1/8" = 1'-0"	•	•		
B.203L.F	LEVEL 3 PARTIAL PLAN AREA L - FLOOR	1/8" = 1'-0"	•	•		
B.203L.M	LEVEL 3 PARTIAL PLAN AREA L - CEILING	1/8" = 1'-0"	•	•		
B.204	LEVEL 4 OVERALL PLAN	1/64" = 1'-0"	•	•		
B.204D.F	LEVEL 4 PARTIAL PLAN AREA D - FLOOR	1/8" = 1'-0"	•	•		
B.204F.F	LEVEL 4 PARTIAL PLAN AREA F - FLOOR	1/8" = 1'-0"	•	•		
B.204H.F	LEVEL 4 PARTIAL PLAN AREA H - FLOOR	1/8" = 1'-0"	•	•		
B.204J.F	LEVEL 4 PARTIAL PLAN AREA J - FLOOR	1/8" = 1'-0"	•	•		
B.204K.F	LEVEL 4 PARTIAL PLAN AREA K - FLOOR	1/8" = 1'-0"	•	•		
B.301	SECTIONS	1/4" = 1'-0"	•	•		
B.302	SECTIONS	1/4" = 1'-0"		•		
B.601	STAGING		•	•		
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+	**Argus Consulting**
++	**BNP Associates**
#	**VDA Van Deusen & Associates**

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^^	Section 15846	Apron Drive Passenger Boarding Bridge	June 11, 2010

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(d) Without limiting Delta's obligations expressly stated herein, Delta shall be bound by, subject to, and obligated to comply with, and perform, all of the terms and provisions of the Port/IAT Lease as the same relate to Delta's performance of its obligations and exercise of its rights under this Agreement, including Delta's construction of the Phase I IAT Project, Delta's occupancy and use of Terminal 4 (including the Delta Premises or portions thereof) and Delta's operations and activities at the Airport in, on or from Terminal 4 (including the Delta Premises), as if Delta were the lessee under the Port/IAT Lease, including the obligations of the lessee under the Port/IAT Lease with respect to compliance with applicable Law, compliance with Port Authority Rules and Regulations, the conduct of prohibited activities and operations, rights of entry and non-discrimination, it being understood that, (i) Delta shall have no obligation to pay any rental, additional rental (including any acceleration of the principal of or interest on the Bonds), fees, charges or payments required to be paid by IAT under the Port/IAT Lease, except for Delta's share thereof to be paid by Delta to IAT as expressly provided in this Agreement; (ii) other than as expressly provided in Section 21.04 (regarding insurance carried by Delta) or in Section 24.01 (regarding indemnification obligations of Delta), Delta shall have no obligation to perform any work, labor or services with respect to any restoration after any damage, destruction or condemnation; (iii) other than with respect to the payment of Rent and as provided in Section 36.03 (regarding attornment obligations by Delta), Delta shall have no obligation to make any payments to be made or perform any obligations to be performed by IAT under the Port/IAT Lease; (iv) other than in respect of the payment of Rent, as provided in Section 36.03 (regarding attornment obligations by Delta), and in respect to completion of the Phase I IAT Project pursuant to Article 6, Delta shall have no obligation or liability under the Port/IAT Lease for any failure of IAT to pay or perform any of its obligations under the Port/IAT Lease or for any other act or omission of, or undertaking by, IAT or any other Person, or for any financial or other consequences arising therefrom to the extent that such failure or non-performance by IAT is not due to the failure or non-performance by Delta of any of its obligations hereunder; and (v) other than as expressly provided in Article 34 and in connection with payment of Delta's Share of ATA Permitted Remediation Costs pursuant to Section 5.01(f), Section 7.05, Section 34.01 and Section 34.04(d), Delta shall have no other environmental obligations or liabilities under the Port/IAT Lease.

(e) The Port Authority shall have the right, throughout the Term, as a third-party beneficiary to enforce directly against Delta the obligations of Delta under this Agreement with respect to any part of Terminal 4.

(f) Delta shall indemnify and hold harmless the Port Authority, the City and the Trustee[s] and their respective commissioners (if any), directors, officers, employees, agents and representatives, as third-party beneficiaries under this Agreement, from and against (and shall reimburse the Port Authority, the City and the Trustee[s] for their respective costs and expenses, including legal expenses incurred in connection with the defense of) all claims and demands (including claims and demands in respect of death, personal injury or property damage) arising out of the use or occupancy of the Delta Premises by Delta, or by others with Delta's consent, or out of any other acts or omissions of Delta, its officers, representatives, agents, contractors and employees on the Delta Premises or elsewhere at the Airport, and its guests, invitees and its business visitors on the Delta Premises, or out of the acts or omissions of others on the Delta Premises with Delta's consent, including claims and demands of the City

for indemnification arising by operation of law or the Basic Lease. Delta shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the general counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its commissioners, officers, agents or employees, the immunity of the Port Authority, its commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. Notwithstanding anything to the contrary in this paragraph, the provisions of this paragraph shall not apply to (i) claims and demands arising out of the sole gross negligence or willful misconduct of the Port Authority, or (ii) claims and demands arising out of the sole gross negligence or willful misconduct of the Trustee[s] and its directors, officers, employees, contractors, agents, representatives, guests, invitees and business visitors; but shall apply to claims and demands arising out of Assumed Environmental Damages, and claims and demands arising out of Delta's breach of its environmental obligation governed by Article 34.

(g) Notwithstanding anything to the contrary herein, if this Agreement has not theretofore terminated or expired, this Agreement shall terminate and expire as to Delta's rights to use and occupy the Delta Premises without notice to Delta or IAT, on the day preceding the expiration date or earlier termination of the Port/IAT Lease, or on such earlier date as IAT and the Port Authority (with the prior written consent of the Trustee[s], if required) may agree or on the effective date of any revocation of the Port Authority Consent to Sublease, *provided that*, (i) this Agreement shall not terminate or expire in connection with any assignment or foreclosure of the Port/IAT Lease, or the execution of a New Lease, by the Trustee[s] pursuant to Section 23 of the Port/IAT Lease, notwithstanding any intervening termination or expiration of the Port/IAT Lease; and (ii) this Agreement shall not terminate or expire if (A) the Port/IAT Lease is replaced by a Replacement Lease from the City, the Port Authority or any other Person having the right to lease Terminal 4, as Lessor Party, to IAT, as lessee, and (B) if applicable, the Basic Lease is replaced by a Replacement Lease from the City, as Lessor Party, to the Port Authority or any other Person who executes a Replacement Lease pursuant to clause (A), as lessee. If the Port/IAT Lease is replaced by a Replacement Lease pursuant to clause (A), all references herein to the "Port/IAT Lease" shall thereafter be deemed to refer to such Replacement Lease, and all references herein to the "Port Authority" as the Lessor Party under the Port/IAT Lease shall thereafter be deemed to refer to the Lessor Party under such Replacement Lease. If the Basic Lease is replaced by a Replacement Lease pursuant to clause (B), all references herein to the "Basic Lease" shall thereafter be deemed to refer to such Replacement Lease, and all references herein to the "City" as the lessor under the Basic Lease shall thereafter be deemed to refer to the Lessor Party under such Replacement Lease.

(h) Except with respect to Delta Affiliate Carriers, Delta shall not sub-sublease all or any portion of the Delta Premises without the prior written consent of the Port Authority.

(i) Delta shall not make any payment of Rent payable under this Agreement more than one month in advance, except as provided in this Agreement.

(j) Delta shall not perform, and shall cause its Sublessees not to perform, any activities or services at the Airport for which the Port Authority requires the payment of fees and/or the issuance of a Port Authority permit, unless Delta pays such required fees and/or obtains such required permit.

(k) In the event that IAT terminates the Port/IAT Lease pursuant to Section 65(a) thereof, Delta shall have the right to terminate this Agreement upon not less than 30 days' prior written notice to IAT and, if Delta exercises such right to terminate this Agreement, this Agreement shall expire and terminate upon the Termination Date specified in Delta's termination notice.

Section 5.02. *Transaction Documents.* (a) IAT shall comply with all of the provisions of the Transaction Documents executed and delivered by IAT to the extent such provisions are binding upon IAT, subject at all times to any waivers or modifications thereof that may be granted by the Port Authority or other relevant parties from time to time that are not inconsistent with the provisions of Section 5.02(b); in each case, if the noncompliance therewith would result in a Material Adverse Effect, other than if such noncompliance is due to Delta's or its Affiliates' or Sublessees' actions or omissions.

(b) Without Delta's prior written consent in each case, IAT shall not do any of the following if such act would result in a Material Adverse Effect on Delta: (i) consent to any amendment, supplement, termination, waiver or other modification of any of the terms, covenants, agreements, conditions or other provisions of the Bond Documents and other Transaction Documents, or (ii) take (or fail to take) any other action the taking (or failure to take) of which would have the effect of amending, supplementing, terminating, waiving or otherwise modifying any of the terms, covenants, agreements, conditions or other provisions of the Bond Documents or other Transaction Documents, *provided that*, nothing contained in this clause (b) shall prevent IAT from taking any action that is reasonably necessary for IAT to comply with its obligations under the Port/IAT Lease, the Terminal 4 Project Bond Documents and the other Transaction Documents *provided, further, that*, during an Event of Default, Delta's consent shall not be required to an amendment, supplement, termination, waiver or other modification to the Bond Documents or other Transaction Documents unless the primary purpose of such amendment, supplement, termination, waiver or other modification is not related to a legitimate business purpose, but rather to disadvantage Delta during an Event of Default. IAT shall deliver to Delta copies of initial drafts of any and all proposed amendments, supplements, terminations, waivers or other modifications with respect to the Bond Documents and any other Transaction Documents as promptly as practicable but in no event later than ten (10) Business Days after IAT furnishes or receives any such proposed amendment, supplement, termination, waiver or other modification (but in all instances at least ten (10) Business Days prior to execution thereof or, in the case of any such proposed amendment, supplement, termination, waiver or other modification that is to be executed by IAT less than ten (10) Business Days after IAT has furnished or received an initial draft thereof, simultaneously with IAT's furnishing or promptly upon IAT's receipt of such initial draft). Delta shall have consultation rights in respect to any proposed amendments, supplements, terminations, waivers or other modifications with respect to the Bond Documents and any other Transaction Documents that could reasonably be expected to have a Material Adverse Effect.

(c) The rights of Delta under this Agreement shall be subject and subordinate to all of the terms, covenants, conditions and provisions of the Bond Documents and the other Transaction Documents and the liens, security interests, pledges, assignments, transfers and hypothecations made by IAT and the Port Authority under the Terminal 4 Project Bond Documents and the other Transaction Documents.

(d) IAT hereby grants to Delta consultation rights in respect of any and all investments made or directed by IAT in respect of the proceeds of the Series 8 Bonds.

(e) Subject to IAT approval, at the request of Delta (i) all or any part of the Bonds may be refinanced on commercially reasonable terms in connection with the financing of the Phase I IAT Project, Phase II and/or Phase III, and (ii) the Series 8 Bonds may be refinanced on commercially reasonable terms at any time. Except as provided in the preceding sentence, any other refinancing of the Series 6 Bonds shall require the approval of IAT (which may be granted or withheld in IAT's sole and absolute discretion) and the approval of Delta if such refinancing would have a Material Adverse Effect on Delta. If the required consent of IAT and Delta has been given as required by the preceding sentence, IAT and Delta shall use reasonable efforts to accomplish any of the foregoing refinancing(s) on commercially reasonable terms subject to consent of the Port Authority, it being understood that any refinancing of all or any part of the Bonds, in any respect, will require approval by the Port Authority.

(f) Delta's consent shall be required for (i) any financing or refinancing of the Terminal 4 Project Bonds that will materially and adversely affect rates and charges payable by Delta or Delta Affiliate Carriers, or (ii) any financing or refinancing of the Terminal 4 Project Bonds that will materially and adversely affect the ability to carry out Phase II and/or Phase III, if such refinancing occurs on or prior to December 31, 2020, or after December 31, 2020 and Delta has delivered a notice approved by IAT indicating its election to proceed with Phase II and Phase III and Delta has commenced design and construction of Phase II and Phase III; *provided that*, during an Event of Default by Delta in respect of Delta's obligations regarding performing the Phase I IAT Project in accordance with Article 6, Delta's consent shall not be required for any financing or refinancing of the Terminal 4 Project Bonds if such financing or refinancing is reasonably necessary for the completion of the Phase I IAT Project, the payment of amounts due in respect of any Phase I IAT Project Construction Contract or the payment of any other amounts or the performance of any other obligations in respect of the Phase I IAT Project.

(g) Upon the delivery by Delta of written notice to IAT that the Phase I IAT Project has been completed substantially in accordance with the terms of Article 6, any balance remaining in respect of proceeds of the Series 8 Bonds (other than amounts retained by the Trustee to pay costs not then due and payable or for which the liability for payment is in dispute or amounts to be retained therein by the Trustee, subject to compliance with Law related to the Tax Exempt Bonds) shall be applied in accordance with the terms of the applicable Bond Documents.

(h) Notwithstanding anything in this Agreement to the contrary, Delta hereby acknowledges and agrees that Delta shall promptly pay over or assign (as applicable) to, or as directed by, IAT (each, a "**Reimbursement Payment**"), for application in accordance with all

applicable provisions of the Port/IAT Lease and the Bond Documents, any amount paid or payable (as the case may be, a "**Reimbursement**") to Delta by the Construction Administrator, any Approved Contractor, any Construction Contractor, any insurance provider, any Governmental Authority or any other Person (as the case may be, a "**Reimbursement Payor**") in respect of any portion or component of the Phase I IAT Project, any trade fixture, equipment or other personal property, or the related construction or installation thereof, in each case that was purchased or financed, in whole or in part, with the proceeds of the Series 8 Bonds (as the case may be, "**Tax Exempt Financed Property**"), including, without limitation, in respect of (i) overpayments by Delta to any such Reimbursement Payor (whether such Reimbursement is paid to Delta in the form of an uncontested refund upon request, in the form of damages awarded in litigation or arbitration, paid to Delta in settlement of a litigation or arbitration claim, or otherwise), (ii) damages awarded in litigation or arbitration, paid to Delta in settlement of a litigation or arbitration claim, or otherwise, relating to any claim Delta may have against any such Reimbursement Payor for breach of contract, in tort or any other cause of action, (iii) insurance proceeds, and (iv) condemnation proceeds; *provided that*, with respect to any Reimbursement made in respect of property not purchased or financed entirely with the proceeds of the Series 8 Bonds, to the extent that such Reimbursement exceeds the amount required to be paid to the Trustee or other any Person pursuant to the Port/IAT Lease or any Transaction Document, Delta may retain a percentage of such excess equal to the percentage of the related Tax Exempt Financed Property that was not purchased or financed, directly or indirectly, with the proceeds of the Series 8 Bonds.

ARTICLE 6.
CONSTRUCTION OF THE PHASE I IAT PROJECT

Section 6.01. *Construction Of The Phase I IAT Project.* (a) Delta hereby covenants and agrees, utilizing the proceeds of the Series 8 Bonds (which shall be made available to Delta for such purposes as provided for herein and in the Series 8 Bond Documents), to diligently design, construct and complete the Phase I IAT Project, in a first-class workmanlike manner, using new, first-class materials and equipment, substantially in accordance and in compliance with the Phase I IAT Project Contract Documents, and in compliance with (i) all applicable Laws, (ii) the Port/IAT Lease, (iii) the Basis of Design, and (iv) applicable Port Authority Rules and Regulations (including the Port Authority's tenant alteration application process). The provisions of Section 18A of the Port/IAT Lease (and other provisions of the Port/IAT Lease that expressly reference or are deemed to reference Section 18A) insofar as they relate to the construction and completion of the 2010 Delta Expansion Project (as defined in the Port/IAT Lease) are hereby incorporated herein by this reference and shall be binding on Delta; *provided that*, other than as expressly provided in Article 34, Delta shall have no other environmental obligations or liabilities under Article 18A of the Port/IAT Lease. Delta shall enter into all Phase I IAT Project Construction Contracts with Approved Contractors in such forms as Delta may determine except that the construction contracts for the Phase I IAT Project shall be fixed priced contracts or guaranteed maximum cost contracts obtained through a competitive bidding process acceptable to Delta and IAT in all respects; *provided, however, that* Delta (with IAT's approval) may select other construction delivery methods or formats for specific portions of the Phase I IAT Project. Delta and IAT have appointed the Construction Administrator for coordinating the design and construction of the Phase I IAT Project pursuant to the Construction Administration Services Agreement.

(b) The Phase I IAT Project shall be designed and constructed to meet Delta's and IAT's requirements and specifications, with quality of construction and finishes matching the quality of construction and finishes in the current Terminal 4 ("**Terminal 4 Standards**") and the Basis of Design, except as otherwise approved by IAT and the Port Authority. However, Delta and IAT agree to cooperate in an effort to satisfy the budgetary constraints set by Delta in consultation with IAT ("**Budgetary Limits**") through modifications to the construction plans and/or specifications, which modifications shall also be consistent with the Terminal 4 Standards and the applicable Basis of Design. The Phase I IAT Project is more particularly described as the "2010 Delta Expansion Project" in the Port/IAT Lease.

(c) Attached hereto as Schedule 6-1 is a list of the construction schedules, plans and specifications, Tenant Alteration Applications (as defined in the Port/IAT Lease) and other similar technical construction documents relating to the Phase I IAT Project that have been approved by IAT and Delta as of the date hereof. Included on said Schedule 6-1, for each document, is a correct and complete list of all amendments, supplements, replacements, modifications, change orders and other changes relating thereto in effect as of the date hereof, including all Change Orders (as defined in the Port/IAT Lease), that have been approved by IAT and Delta. IAT and Delta hereby acknowledge and agree that they have approved the documents listed on said Schedule 6-1 ("**Base Line Plans**").

(d) Attached hereto as Schedule 6-2 (as the same may be updated from time to time by IAT and Delta) is a list of construction schedules, plans and specifications, proposed Tenant Alteration Applications and other similar technical construction documents, or categories thereof, relating to the Phase I IAT Project that IAT and Delta acknowledge and agree have not yet been prepared or have not yet been approved by IAT and Delta. To the extent such items have not yet been prepared, Delta shall prepare the same and submit or shall cause the preparation and submission of the same to IAT for review in contemplation of approval. To the extent such items have not yet been approved, IAT and Delta shall cooperate to approve such items or to revise such items as necessary to achieve approval thereof by IAT and Delta. Delta, IAT, the Construction Administrator and design consultants will work together to continue to prepare construction schedules, plans and specifications, Tenant Alteration Applications and other similar technical construction documents, which shall be submitted to IAT and Delta, as applicable, for their review in contemplation of approval. Upon approval of any such construction schedules, plans and specifications, Tenant Alteration Applications and other similar technical construction documents by IAT and Delta, such construction schedules, plans and specifications, Tenant Alteration Applications and other similar technical construction documents shall be deemed included in the Base Line Plans.

(e) The Base Line Plans and the construction schedules, plans and specifications, Tenant Alteration Applications, and other similar technical construction documents with respect to the Phase I IAT Project deemed included therein pursuant to the preceding subsection (d) together with the Phasing Strategy are collectively referred to herein as the **"Phase I IAT Project Contract Documents"**. Once any Phase I IAT Project Contract Document (excluding the Phasing Strategy) has been approved by Delta and IAT, such Phase I IAT Project Contract Documents (other than the Phasing Strategy) shall not thereafter be amended, modified, supplemented or otherwise changed in any material respect, and no Change Orders shall be submitted, without the consent of Delta and IAT, *provided that*, no formal amendment to this Agreement or other agreement shall be required to evidence such consent by either party.

(f) Subject to the provisions of this Section 6.01(f), IAT shall cooperate with Delta in connection with all draw requests made under the Series 8 Bond Documents to pay Project Costs or reimburse Delta for Project Costs, subject to receipt from Delta of (x) the Standard Draw Documentation (appropriately completed), and (y) the applicable information referenced in Schedule 6-3 together with the supporting documentation as may be reasonably required in connection with such draw request. No portion of any draw request submitted by Delta pursuant to this Section 6.01(f) shall be to pay (or to reimburse Delta for paying) any cost that is not eligible to be paid (or reimbursed) upon delivery of a Series 8 Requisition Certificate pursuant to the terms of the Trust Administration Agreement. Subject to the provisions of this Section 6.01(f), within five (5) Business Days of receipt of the Standard Draw Documentation and such other documentation from Delta, provided that Delta has complied with Section 5.1.6 (Contractor/CM & Consultant Payment Processing) of the Delta/JFK IAT Redevelopment Program-Program Procedures Manual in effect at such time, IAT shall, deliver a corresponding related draw request for the proceeds of the Series 8 Bonds under the Series 8 Bond Documents and apply the proceeds thereof to pay Project Costs or reimburse Delta for Project Costs, as directed by Delta, and if IAT shall receive any such amounts which it is not entitled to retain, IAT shall hold, and be deemed to hold, the same in trust for Delta (subject to the

interests of the Trustee and the Port Authority) until the same is paid in accordance with the applicable Standard Draw Documentation. IAT shall not make any draw requests for proceeds of the Series 8 Bonds without the consent of Delta (unless a Delta Event of Default has occurred and is then continuing under Section 26.01), unless (i) failure to have the proceeds available from such draw would result in IAT having to use its own funds to satisfy its obligations related to completion of the Phase I IAT Project or the Series 8 Bonds under the Port/IAT Lease, the Phase I IAT Project Contract Documents, the Bond Documents and/or the other Transaction Documents, and (ii) Delta has been provided with such draw request (including completed Standard Draw Documentation and supporting documents) and has failed during the 30 days following receipt thereof to either (x) approve such draw request, or (y) provide reasonably detailed information establishing that such draw request should not be made, *provided that*, this clause (ii)(y) shall not apply to draw requests for proceeds of the Series 8 Bonds made by IAT in connection with IAT's obligation to make payments of principal and interest on the Series 8 Bonds if such payments constitute Project Costs. Upon request, IAT shall promptly execute and deliver such documents as may be necessary in connection with draw requests under the Series 8 Bond Documents. Delta hereby covenants and agrees to perform all of its obligations under each Phase I IAT Project Contract Document and to consult with IAT prior to Delta's exercise of (or determination to refrain from exercising) any termination rights or remedies in connection with a default available to Delta under or in respect of the Construction Administration Agreement or any Phase I IAT Project Contract Document.

(g) Delta hereby agrees to collaterally assign its right, title and interest in and to (i) the Construction Administration Agreement, (ii) each Phase I IAT Project Construction Contract with an aggregate value for work in connection with the Phase I IAT Project in excess of $10,000,000 (each a "**Major Contract**"), and (iii) each Phase I IAT Project Construction Contract that is not a Major Contract if such Phase I IAT Project Construction Contract permits the assignment thereof to IAT, for the benefit of IAT (and IAT's collateral assignment thereof to the Port Authority and IAT's and the Port Authority's assignment thereof to the Trustee as may be required by the Terminal 4 Project Bond Documents) pursuant to a collateral assignment agreement substantially in the form attached hereto as Exhibit D (the "**Construction Contract Assignment Agreement**"). Delta shall cause the Construction Administrator under the Construction Administration Agreement and the service provider under each Major Contract to execute and deliver an agreement (a "**Contractor Consent and Agreement**") substantially in the form attached hereto as Exhibit E, or such other form approved by IAT. Delta shall use commercially reasonable efforts to include in each Phase I IAT Project Construction Contract that is not a Major Contract the provisions set forth on Exhibit F; *provided that*, failure to obtain such language in the applicable Phase I IAT Project Construction Contract shall not preclude Delta from hiring such contractor. Subject at all times to the other provisions of this Agreement, provided that no Delta Event of Default shall have occurred and is then continuing, Delta may exercise all of its rights and privileges under the Construction Administration Agreement and each Phase I IAT Project Construction Contract without any consent or approval of IAT. Delta's rights under the immediately preceding sentence shall cease and terminate if an Event of Default shall have occurred and is then continuing in respect of Delta's obligations in respect of the Phase I IAT Project in accordance with this Article 6, in which event IAT shall have the right, but not the obligation, to elect, by giving written notice to Delta and each Approved Contractor, to enforce the obligations of the

Approved Contractors and to perform Delta's obligations under the Construction Administration Agreement and the Phase I IAT Project Construction Contract, in the place and stead of Delta subject to the limitations specified in any related Construction Contract Assignment Agreement or the Contractor Consent and Agreement and/or the Phase I IAT Project Construction Contract, as applicable. Upon an election by IAT as set forth in the preceding sentence, (i) Delta's right to request draws from the proceeds of the Terminal 4 Project Bonds shall terminate, and (ii) provided that any changes to and approvals of the Phase I IAT Project Contract Documents are commercially reasonable and in accordance with the Basis of Design, Delta's right to approve future Phase I IAT Project Contract Documents and changes to any Phase I IAT Project Contract Documents shall terminate.

(h) If it is determined that the proceeds of the Series 8 Bonds will not be sufficient to complete the Phase I IAT Project or if there are Cost Overruns that cannot be funded from contingencies built into the construction budget using the proceeds of the Series 8 Bonds, Delta and IAT will consult with each other in connection with securing any "completion financing" for the Phase I IAT Project on terms that are consistent with the terms of the Series 6 Bonds and the Series 8 Bonds, if such financing is made available by the Port Authority and is otherwise on commercially reasonable terms, provided that the amount of financing under the Terminal 4 Project Bonds for the Phase I IAT Project shall not exceed in the aggregate $1.2 Billion Dollars.

(i) If it is determined that the costs of Remediation of those areas outside of the Excavation Boundary will exceed the Phase I IAT Project Environmental Cap, Delta shall continue the Remediation of such matters pursuant to the Phase I IAT Project Construction Contracts, including the payment of such Remediation, provided that such amounts in excess of the Phase I IAT Project Environmental Cap shall not be paid from the proceeds of the Series 8 Bonds, and IAT shall reimburse Delta for all amounts paid by Delta in excess of the Phase I IAT Project Environmental Cap for Remediation outside of the Excavation Boundary either (i) when and as paid pursuant to the applicable Phase I IAT Project Construction Contract or (ii) at IAT's option, by a credit against Delta Rent, and in either case such excess costs shall be excluded for all purposes hereunder from the definitions of Project Costs, ATA Permitted O&M Expenses and ATA Permitted Remediation Costs; *provided that*, unless otherwise agreed to by IAT, any credit against Delta Rent shall not exceed fifty-percent (50%) of the Delta Rent payable in such month, with any additional required credits applied in the immediately succeeding months subject, however, to the preceding cap on monthly credits against Delta Rent (without the accrual of any interest in respect thereto).

(j) At the request of Delta in connection with completion of the Phase I IAT Project, IAT will use commercially reasonable efforts to make the area subject to the Triangle Plume available to Delta in "as is" condition, it being understood that upon Delta performing any portion of the Phase I IAT Project on any portion of the area subject to the Triangle Plume, the entirety of the Triangle Plume shall be deemed to be included within the description of "Perimeter Dig Area" for purposes of Assumed Environmental Damages. In connection with such delivery, IAT will reasonably cooperate with Delta in negotiations with the Triangle Responsible Party to address a resolution acceptable to Delta whereby Delta is compensated for accepting responsibility for the Remediation of NYSDEC Spill #04-00985, and becomes the Triangle Responsible Party.

(k) The Port/IAT Lease provides for IAT to complete the "New In-Line EDS System Matrix/Design/Construction Build Out" for Terminal 4 (being the portion of the project covered by the TSA MOA to be constructed in Terminal 4) (the "**TSA EDS Project**"), which project is included in the Phase I IAT Project. Delta and IAT will cooperate with each other to maximize the amount of funding from the TSA for the TSA EDS Project (and therefore, the Phase I IAT Project consisting of the TSA EDS Project), in accordance with the terms of the TSA MOA and the Port/IAT Lease. Subject to the provisions of this Section 6.01(k), IAT shall cooperate with Delta in connection with all draw requests made under the Port/IAT Lease and the TSA MOA to reimburse Delta for amounts actually expended by Delta in respect of the TSA EDS Project, *provided* that such amounts are eligible for reimbursement by TSA (the "**TSA EDS Project Costs**") . IAT shall, at its option, either transfer to Delta amounts IAT receives as reimbursement of TSA EDS Project Costs or provide Delta with a credit against the Delta Rent in an amount equal to such amounts, subject in all cases to IAT's receipt from Delta of appropriate completed draw documentation together with such supporting documentation as may be reasonably required by IAT or under the TSA MOA and/or the Port/IAT Lease in connection with such draw request. Subject to the provisions of this Section 6.01(k), within five (5) Business Days of receipt of such documentation from Delta, provided that Delta has complied with Section 5.1.6 (Contractor/CM & Consultant Payment Processing) of the Delta/JFK IAT Redevelopment Program-Program Procedures Manual in effect at such time, IAT shall deliver a corresponding related draw request to the Port Authority for preparation and submission of the corresponding draw request to the TSA for reimbursement of TSA EDS Project Costs. If IAT shall receive any such reimbursement amounts for TSA EDS Project Costs which it is not entitled to retain, IAT shall hold, and be deemed to hold, the same in trust for Delta (subject to the interests of the Trustee and the Port Authority) until the same is reimbursed to Delta or credited against the Delta Rent as provided above. IAT shall not make any draw requests for TSA funds allocated to the TSA EDS Project without the consent of Delta (unless a Delta Event of Default has occurred and is then continuing under Section 26.01), unless (i) failure to have the proceeds available from such draw would result in IAT having to use its own funds to satisfy its obligations related to completion of the Phase I IAT Project under the Port/IAT Lease, the Phase I IAT Project Contract Documents, and/or the other Transaction Documents, and (ii) Delta has been provided with such draw request (including completed draw documentation and supporting documents) and has failed during the 30 days following receipt thereof to either (x) approve such draw request, or (y) provide reasonably detailed information establishing that such draw request should not be made. Upon request, IAT shall promptly execute and deliver such documents as may be necessary in connection with draw requests for TSA EDS Project Costs under the Port/IAT Lease and the TSA MOA.

Section 6.02. *Cost Overruns*. IAT and Delta acknowledge and agree that Delta shall bear the construction risk for Phase I, and that there may be delays and/or Cost Overruns in connection with the construction of the Phase I IAT Project, that all such Cost Overruns and any penalties associated therewith shall be the sole responsibility of, and paid by, Delta and that Delta's obligations in respect of such Cost Overruns and penalties associated therewith shall not be excused under any circumstances, including any Force Majeure Event. Delta and IAT shall work cooperatively to avoid such Cost Overruns through mutually and reasonably agreed reductions in scope, extensions of delivery dates, changes in design or materials, changes in terms of Phase I IAT Project Construction Contracts and/or the Phase I IAT Project Contract

Documents, extensions of the Substantial Completion date, or exercise of rights under performance bonds and other actions reasonably requested by Delta and approved by IAT, *provided that*, the Terminal 4 Standards, the Terminal 4 O&M Performance Standards, and the Basis of Design are maintained and complied with unless otherwise agreed to by IAT and Delta and the applicable requirements of the Port/IAT Lease (including the Basis of Design) are complied with unless otherwise agreed to by the Port Authority and IAT in their sole discretion.

Section 6.03. *Terminal 2-4 Connector.* (a) Delta covenants and agrees that, at its sole cost and expense (without utilizing proceeds of any Terminal 4 Project Bonds), Delta shall design, construct and complete the Terminal 2-4 Connector on the Terminal 2-4 Connector Area, in a first class workmanlike manner and consistent with the Terminal 4 Standards and the applicable Basis of Design, except as otherwise approved by IAT and the Port Authority. The Terminal 2-4 Connector shall be completed substantially in accordance and in compliance with (i) the Terminal 2-4 Connector P&S, (ii) all applicable Laws, (iii) applicable provisions of the Port/IAT Lease, (iv) applicable Port Authority Rules and Regulations (including the Port Authority's tenant alterations application process), and (v) the provisions of this Section 6.03 and the other applicable provisions of this Agreement.

(b) The Terminal 2-4 Connector shall be designed and constructed to meet Delta's requirements and specifications and the applicable Basis of Design. Delta and/or the Construction Administrator have provided preliminary plans and specifications for the Terminal 2-4 Connector to be constructed on the Terminal 2-4 Connector Area to IAT, which plans and specifications have been approved by IAT. Delta or the Construction Administrator shall provide the final plans and specifications for the Terminal 2-4 Connector on the Terminal 2-4 Connector Area (the "**Terminal 2-4 Connector P&S**") to IAT at least 30 days prior to the date on which Delta estimates it shall begin construction of the Terminal 2-4 Connector on the Terminal 2-4 Connector Area. The final Terminal 2-4 Connector P&S shall be subject to IAT's approval. Once the Terminal 2-4 Connector P&S have been approved by IAT, the Terminal 2-4 Connector P&S shall not thereafter be amended, modified, supplemented or otherwise changed in any material respect without the consent of IAT, taking into consideration the Budgetary Limits for the Terminal 2-4 Connector, *provided that*, the Terminal 4 Standards are maintained and complied with unless otherwise agreed to by IAT, Delta and the Port Authority.

Section 6.04. *Installation Of Trade Fixtures By Delta.* (a) Delta covenants and agrees that, at its sole cost and expense, utilizing proceeds of the Series 8 Bonds as shall be available in accordance with Section 6.01(f), which IAT covenants and agrees to make available to Delta, Delta shall install trade fixtures in the Delta Space, in a first-class workmanlike manner, using new, first-class materials and equipment, consistent with the Terminal 4 Standards, the applicable Basis of Design, and substantially in accordance with and in compliance with (i) the Delta Trade Fixtures P&S, (ii) all applicable Laws, (iii) applicable provisions of the Port/IAT Lease, (iv) applicable Port Authority Rules and Regulations and approvals, and (v) the provisions of this Section 6.04 and the other applicable provisions of this Agreement.

(b) Delta's trade fixtures shall be designed and installed to meet Delta's requirements and specifications. Delta has provided preliminary plans and specifications for Delta's trade fixtures to IAT. Such preliminary plans and specifications have been approved

by IAT. Delta or the Construction Administrator shall provide detailed plans and specifications for Delta's trade fixtures (the "**Delta Trade Fixtures P&S**") to IAT at least 30 days prior to the date on which Delta estimates Substantial Completion will occur. The Delta Trade Fixtures P&S shall be subject to IAT's approval. Once the Delta Trade Fixtures P&S have been approved by IAT, the Delta Trade Fixtures P&S shall not thereafter be amended, modified, supplemented or otherwise changed in any material respect without the approval of IAT.

Section 6.05. *Leasehold Improvements And Trade Fixtures.* All of Delta's leasehold improvements that are attached to the Delta Premises such that they cannot be removed therefrom without material damage thereto shall not be removed by Delta without the consent of IAT, or be removed by IAT without the consent of Delta (unless such removal is required by the Port/IAT Lease), nor shall such leasehold improvements, including improvements financed with the proceeds of Terminal 4 Project Bonds, be removed by either Delta or IAT without the consent of the Port Authority if legal title to any such leasehold improvement shall have vested in the Port Authority pursuant to this Agreement or the Port/IAT Lease. All of Delta's personal property and trade fixtures that, in each case, are installed in the Delta Premises, that have not been financed with the proceeds of Terminal 4 Project Bonds and which are capable of being removed without causing material damage to the Delta Premises, and for which legal title has not vested in the Port Authority pursuant to this Agreement or the Port/IAT Lease, shall remain the property of Delta and shall be removable at any time by Delta, including upon the expiration or termination of the Term, *provided that*, Delta shall repair any damage to the Delta Premises caused by the removal thereof. Delta shall not remove or alter (i) any property that has been financed with the proceeds of Terminal 4 Project Bonds (or which was originally financed with Terminal 4 Project Bonds and has subsequently been replaced by Delta with its own funds), or (ii) any of IAT's or its Sublessees' personal property or trade fixtures (other than personal property or trade fixtures of Delta which may be removed subject to the provisions of this Section 6.05) from Terminal 4 without IAT's prior written consent.

Section 6.06. *Sales Tax Exemption and Abatement.* IAT agrees, upon Delta's reasonable request, to use commercially reasonable efforts to cooperate with Delta in Delta's efforts to obtain with respect to the Phase I IAT Project, including the leasehold improvements installed by IAT or Delta therein, and, if applicable, Delta's trade fixtures and other property, any and all sales and use tax exemptions, abatements, refunds or reductions to the maximum extent available. Each of Delta and IAT shall promptly take such further actions and execute such further documents reasonably requested by the other party as are necessary and appropriate to accomplish the purposes of this Section 6.06. Each of IAT and Delta acknowledge that neither of them makes any representation or warranty that either of them shall be entitled to any such sales tax exemption, abatements, refunds or reductions.

Section 6.07. *Access; Permits; IAT Cooperation; Site Security.*

(a) Delta's obligations to cause the construction and completion of the Phase I IAT Project and the Terminal 2-4 Connector (including installation of trade fixtures) shall be subject to Delta's receiving IAT's approval of the Phase I IAT Project Contract Documents, the Terminal 2-4 Connector P&S, the Delta Trade Fixtures P&S, all building and other permits, consents and approvals, including permits, consents and approvals from the Port Authority

(including appropriate reciprocal easement agreements among Delta, IAT and the Port Authority for locating the Terminal 2-4 Connector), necessary and appropriate for constructing, using and operating the Phase I IAT Project and the Terminal 2-4 Connector, as applicable and requirements of the Series 8 Bond Documents, *provided that*, the foregoing shall not limit Delta's obligations in respect of Cost Overruns pursuant to Section 6.02. IAT shall use commercially reasonable efforts to cause its contractors, subcontractors, consultants, suppliers and service providers to cooperate with and assist Delta, the Construction Administrator and Delta's contractors, subcontractors, consultants, suppliers and service providers in connection with the design and construction of the Phase I IAT Project and the Terminal 2-4 Connector.

(b) Delta shall be responsible for obtaining and maintaining all building and other permits, approvals and consents, including permits, approvals and consents from the Port Authority, necessary for constructing, using and operating the Phase I IAT Project and the Terminal 2-4 Connector. IAT shall cooperate with, and upon Delta's reasonable request, use commercially reasonable efforts to assist Delta in obtaining and maintaining such permits, approvals and consents and, promptly upon request, execute and deliver IAT approved Construction Applications (as defined in the Port/IAT Lease) to the Port Authority and other applications and requests for, and other documents with respect to, such permits, approvals and consents reasonably requested by Delta.

(c) During the period of construction of the Phase I IAT Project and the Terminal 2-4 Connector (including installation of trade fixtures), as applicable, and at all times subject to and in accordance with the Port Authority Rules and Regulations, the Terminal 4 Rules and Regulations, the Terminal 4 Security Plan and other requirements under Law or as required by any Governmental Authority, the Port Authority, Delta, the Construction Administrator, Delta's contractors, subcontractors, consultants, suppliers and service providers and their respective employees and representatives shall have access at times reasonably agreed to by IAT to Terminal 4 as may be reasonably necessary and appropriate to construct and complete expeditiously the Phase I IAT Project and the Terminal 2-4 Connector. In connection with the construction of the Phase I IAT Project and the Terminal 2-4 Connector, Delta shall not interrupt or disturb operations at Terminal 4 and the Airport to the extent reasonably practicable, and in accordance with the requirements specified in the Phase I IAT Project Contract Documents, the Terminal 2-4 Connector P&S and other agreements entered into in connection with such construction (including operational conflicts). IAT shall use reasonable efforts to: (i) provide and to cause its contractors, subcontractors, consultants, suppliers and service providers to provide such access; (ii) arrange for any permit for such access required by the Port Authority; (iii) require IAT's Sublessees to cooperate with Delta in providing access to their respective subleased space in order for Delta to complete the Phase I IAT Project and the Terminal 2-4 Connector, *provided that*, such access does not unreasonably interfere with, interrupt or disturb, such Sublessees' activities or operations; and (iv) provide Delta with office space in Terminal 4 or a construction facility on the Terminal 4 Site sufficient for and reasonably equipped as a construction office for the requisite project staff for the Phase I IAT Project and the Terminal 2-4 Connector. IAT and Delta shall establish and continue throughout the design and construction of the Phase I IAT Project and the Terminal 2-4 Connector a construction working group consistent with the Phase I IAT Project Management Structure, including the Construction Administrator, the general contractor or construction manager, and others as Delta or IAT shall reasonably request, who shall meet at least weekly

or as otherwise determined by Delta during design and construction of the Phase I IAT Project and the Terminal 2-4 Connector to consider, discuss and resolve matters relating to the design and construction thereof.

(d) IAT shall be responsible for site security for all of Terminal 4 during the Phase I IAT Project Construction Period as a Project Cost, and Delta shall fully cooperate with IAT in connection therewith.

Section 6.08. *Revisions to Exhibits at Phase I DBO.* Upon Phase I DBO, Delta and IAT shall update Exhibits A, B, and C to confirm the final actual locations of improvements, signage, land areas, and other matters set forth in Exhibits A, B, and C based on the actual final Terminal 4 facilities at Phase I DBO pursuant to the "as-built" plans completed in connection with the Phase I IAT Project.

Section 6.09. *Phase I IAT Project Management Structure.* IAT and Delta agree that throughout the Phase I IAT Project Construction Period, there shall be established a construction project management structure (the "**Phase I IAT Project Management Structure**") consistent with, and staffed by the parties (or replacements selected by the responsible party), set forth on Schedule 6-4, which shall govern the process flow, project management and day-to-day operations in connection with the construction of the Phase I IAT Project, in each case subject to the terms of this Agreement, including the requirements of Section 10.04 in respect of matters that should properly be addressed by the Trilateral Committee. The Phase I IAT Project Management Structure reflects the intended responsibility category and resource base for the Phase I IAT Project, however such structure is not intended, and shall not, modify the terms and provisions of this Agreement with respect to the Phase I IAT Project Contract Documents that otherwise provide for decision making and approval processes in connection with the completion of the Phase I IAT Project.

ARTICLE 7.
RENT CHARGES, PAYMENTS

Section 7.01. *Pre-DBO Rent.* (a) Commencing as of the Effective Date and continuing until Phase I DBO, Delta shall promptly pay to IAT the amounts and on the dates set forth on Schedule 7-1 (the "**Pre-DBO Rent**") for each Annual Period in respect of the rental for the Delta Premises (inclusive of any and all charges for O&M Services) which amounts reflect the Initial Space Fee (as such term is defined in the Delta Space Permit) for that portion of the Delta Premises currently occupied by Delta pursuant to the Delta Space Permit. Delta shall be entitled to the credits currently provided to Delta under the Delta Space Permit in respect of the fees under the KLM License Agreement and the credits attributable to the Pavement Rehabilitation Project Credit, each as described in the Delta Space Permit, which provisions shall survive termination of the Delta Space Permit. If, pursuant to Section 2.03, Additional Phase I Gates and associated premises are included in the Delta Premises, the Pre-DBO Rent shall be increased in accordance with the same methodology illustrated on Schedule 7-1, and if one or more Hardstand Positions are no longer included in the Delta Premises, the Pre-DBO Rent shall be reduced in accordance with the same methodology illustrated on Schedule 7-1.

(b) If Phase I DBO does not occur on or before the date that is the end of the capitalized interest period for the Series 8 Bonds, in addition to the Rent required to be paid pursuant to Section 7.01(a), Delta shall pay to IAT through Phase I DBO in respect of the rental for the Delta Premises (inclusive of any and all charges for O&M Services) (i) the cost of all debt service (net of interest on any reserve and sinking fund accounts if such interest is available for payment of such debt service) and financing costs payable in respect of the Series 8 Bonds, plus (ii) if Phase I DBO does not occur on or before December 31, 2013, an amount equal to one-twelfth ($1/12^{th}$) of the annual Series 8 First Additional Land Rent for each month until Phase I DBO occurs (the "**Interim Rent**").

(c) If at any time prior to Phase I DBO any portion of the Phase I IAT Project is placed in service for federal income tax purposes, and provided that Interim Rent is not yet due and payable as provided in Section 7.01(b), in addition to the Rent required to be paid pursuant to Section 7.01(a), Delta shall pay to IAT as Additional Rent an amount equal to the amount of interest due and payable (net of interest on any reserve and sinking fund accounts if such interest is available for payment of such debt service) on the portion of Series 8 Bonds equal to the aggregate cost of all such portions of the Phase I IAT Project placed in service, as and when such interest is due and payable on the Series 8 Bonds.

Section 7.02. *Delta Post-DBO Rent.* (a) Commencing as of Phase I DBO, in lieu of the Pre-DBO Rent and the Interim Rent (if applicable), Delta shall pay the Post-DBO Rent pursuant to Section 7.02(b), net of actual Terminal 4 Gate Use Fees and Terminal 4 Hardstand Use Fees to be credited against Post-DBO Rent at the time any such payment of Post-DBO Rent is being made, on the first day of each month of each Annual Period by making payments thereof to IAT pursuant to Section 7.06. Delta Rent shall be set annually in advance pursuant to the Budget, and reconciled in arrears in accordance with Section 7.04.

(b) Commencing as of Phase I DBO and continuing through the remainder of the Term, for each Annual Period, Delta shall pay to IAT, in accordance with Section 7.02(a),

rental for the Delta Premises pursuant to the methodology described and illustrated on Schedule 7-3(a) (the "**Post-DBO Rent**").

(c) Commencing as of Phase I DBO and continuing through the remainder of the Term, Delta shall pay to IAT the Adjusted Terminal Management Fees on the first day of each month of each Annual Period by making payments thereof to IAT pursuant to Section 7.06.

Section 7.03. *Reserved.*

Section 7.04. *Semi-Annual And Annual Reconciliations.* Beginning with the first full Semi-Annual Period after Delta Rents begin to be calculated and paid in accordance with Section 7.02, within 90 days after the close of each Semi-Annual Period and 130 days after the close of each Annual Period during the remainder of the Term, IAT shall prepare and furnish to Delta a statement, certified by IAT's Chief Financial Officer (in the case of semi-annual statements) or IAT's independent certified public accountant (in the case of annual statements), setting forth actual ATA Permitted O&M Expenses and the actual amount of ATA Permitted O&M Expenses for Common Space (by category of expense), passenger activity and actual Delta Rent, actual credits to Delta for Terminal 4 Gate Use Fees and Terminal 4 Hardstand Use Fees, Adjusted Terminal Management Fees (including appropriate credits, which shall be applied first to reduce ATA Permitted O&M Expenses in the then-current Semi-Annual Period), and any adjustments (including the Re-lifing Credit) for such Semi-Annual Period or such Annual Period, as the case may be, and any prior Semi-Annual Period during the Annual Period. The agreed upon procedures provided to IAT's independent certified public accountant shall be subject to Delta's approval, and shall enumerate the basis for the items specified in the preceding sentence and contain all items required by the Port/IAT Lease. In the event that the actual amount Delta paid to IAT for any Semi-Annual Period or Annual Period was in excess of the actual amount due, IAT shall credit the excess amount to Delta within 15 days after the date on which it has been determined that there was an overpayment by Delta. In the event that the amount Delta paid to IAT for any Semi-Annual Period or Annual Period was lower than the actual amount due, Delta shall pay the amount of the deficiency to IAT within 15 days after the date on which the relevant periodic or annual statement was furnished to Delta. The provisions of this Section 7.04 shall survive the expiration or termination of this Agreement.

Section 7.05. *Additional Rent.* Commencing with the Effective Date and continuing through the remainder of the Term, Delta shall pay to IAT pursuant to Section 7.06 on the dates and at the times provided for herein all amounts comprising Additional Rent (including Delta's Share of ATA Permitted Remediation Costs and Delta's Parking Space Costs) under this Agreement, *provided that*, if a date or time is not specified for the payment of a particular component of Additional Rent, such component of Addition Rent shall be paid on the first day of the calendar month immediately succeeding the date on which such Additional Rent obligation arises.

Section 7.06. *Payments.* Unless otherwise agreed to by IAT and Delta, payments due under this Agreement shall be made on the dates specified in Section 7.01 or 7.02, as applicable, by wire transfer according to the wire transfer instructions provided by each party hereto, which instructions may be amended, canceled or supplemented at any time during the Term by written

notice to the other party. If a payment is required to be made on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day.

Section 7.07. *Overdue Interest.* If either party shall not have received from the other party any amounts due and payable under this Agreement more than five Business Days after the date such payment was due, interest shall accrue on all such overdue amounts from and including the sixth Business Day after such payment was due at the rate per annum equal to the Prime Rate plus 2% or the highest rate permitted by applicable Law (whichever is less). Notwithstanding the foregoing, if IAT incurs any late charges or is charged any interest pursuant to the Port/IAT Lease in connection with any payment obligation of IAT to the Port Authority under the Port/IAT Lease or the Bond Documents as a result of Delta's failure to timely pay to IAT any amounts due and payable by Delta to IAT under this Agreement, the amount payable by Delta pursuant to this Section 7.07 shall not be less than the amount of such late charges incurred by and/or interest charged to IAT pursuant to the Port/IAT Lease or the Bond Documents to the extent the same result from Delta's failure to timely pay to IAT any amounts due and payable by Delta to IAT under this Agreement, provided that IAT has used commercially reasonable efforts to satisfy such payment obligations to the Port Authority through the use of other funds available to IAT in order to avoid the incurrence of any such late charges or interest.

Section 7.08. *No Additional Charges.* There shall be no charges to Delta for its occupancy of the Delta Premises or use of services provided by IAT to the Delta Premises other than the charges described or referred to in this Agreement except to the extent that additional charges are imposed at the Airport by the Port Authority, the City, a subsequent Airport operator, or another Governmental Authority with jurisdiction over the Airport, and IAT is obligated to pay such charges by law. Notwithstanding anything to the contrary contained in this Agreement, unless otherwise agreed to by IAT and Delta, Delta shall not be obligated to pay any Rent payable pursuant to Article 7 attributable to any payments owed by IAT to the Port Authority under the Port/IAT Lease until such payments are due and payable by IAT.

ARTICLE 8.
USE AND OPERATION

Section 8.01. *Use.* At all times during the Term, Delta and its Sublessees shall have the right to use and occupy the Delta Premises only for the uses and purposes permitted pursuant to Section 6 (and other provisions) of the Port/IAT Lease applicable to Scheduled Aircraft Operators. Neither Delta nor its Sublessees shall use or occupy any portion of the Delta Premises for office facilities or other operations other than for office facilities or other operations that are directly related to the day-to-day operations at the Airport.

Section 8.02. *Operation As Air Terminal.* At all times during the Term, IAT shall operate Terminal 4 as an airline passenger terminal, open and operating, 24 hours per day, seven days per week, in accordance with and subject to the limitations set forth in the Port/IAT Lease, throughout the Term for the operations, use and occupancy of Delta and its Sublessees and the use of their respective passengers and invitees in accordance with this Agreement.

Section 8.03. *Port Authority Rules And Regulations.* Each of IAT, Delta, their respective Sublessees, and their respective officers, employees, guests and invitees shall be bound by and comply with the Port Authority Rules and Regulations in connection with its use and occupancy of the Delta Premises. **"Port Authority Rules and Regulations"** means the Airport Rules and Regulations of the Port Authority in effect as of the Effective Date, as the same have heretofore been amended, supplemented, or otherwise modified as described in Schedule 8-1 and may hereafter be amended, supplemented, replaced or otherwise modified from time to time by the Port Authority pursuant to the Port/IAT Lease.

Section 8.04. *Terminal 4 Rules And Regulations.* (a) The **"Terminal 4 Rules and Regulations"** means the Terminal 4 Rules and Regulations regulating the conduct and operations of Persons using or otherwise present at Terminal 4, which incorporate and include the Terminal 4 Operations Manual, the Terminal 4 Ramp Handling Manual and other procedural and regulatory guides published by IAT, as the same heretofore have been amended, supplemented, or otherwise modified as described in Schedule 8-2 and may hereafter be amended, supplemented, replaced or otherwise modified from time to time by IAT in consultation with Delta with respect to matters which directly affect the use or operation of the Delta Premises. IAT represents and warrants that Schedule 8-2 is a complete and correct list of the Terminal 4 Rules and Regulations, and all amendments, supplements and other modifications thereof, as in effect as of the Effective Date.

(b) Not later than 120 days prior to the scheduled date for Substantial Completion, IAT, in consultation with Delta with respect to matters directly affecting the Delta Premises, shall consider proposed modifications to or proposed replacements of the Terminal 4 Rules and Regulations to address the use and occupancy by Delta of the Phase I IAT Project from and after Phase I DBO.

(c) IAT shall be responsible for the implementation and enforcement of the Terminal 4 Rules and Regulations and each of Delta, its Sublessees, and their respective officers, employees, guests and invitees shall be bound by and comply with the Terminal 4 Rules and Regulations.

Section 8.05. *Ramp Services And Passenger Handling.* Delta may, without any need for IAT, or Management Committee approval, throughout the Term provide Handling Services, subject to the requirements of all applicable Law and the Port Authority and in full compliance with the Port/IAT Lease, including the receipt of a valid handling permit from the Port Authority, and subject to the Terminal 4 Rules and Regulations. IAT shall have no right hereunder to require Delta to obtain a license from IAT or to charge any separate fee in respect of Handling Services to Delta or to any recipient of Delta's Handling Services other than the collection of the Port Authority Handling Fee (if required by the Port/IAT Lease). The Port Authority Handling Fees attributable to revenues derived from customers in Terminal 4 shall be paid to IAT and applied in accordance with the provisions of the Port/IAT Lease and this Agreement. Delta shall be entitled to appoint one wholly-owned subsidiary of Delta as an Approved Contractor for purposes of performing Handling Services without the prior approval of IAT. IAT's approval shall be required prior to appointing more than one wholly-owned subsidiary of Delta as an Approved Contractor for performing Handling Services. If Delta desires to hire a third-party contractor to provide Handling Services to Delta or Delta Affiliate Carriers at the Delta Premises which is not then an Approved Contractor, IAT shall review such third-party contractor in consultation with Delta in connection with IAT's right to approve same as an Approved Contractor for Handling Services.

Section 8.06. *In-flight Meals; etc..* (a) Subject to Section 8.01, Delta may, without any need for IAT or Management Committee approval, provide for itself and/or its ATA Airline Sublessees, or may arrange with a Port Authority-approved, third party contractor to provide, In-Flight Meals, so long as Delta, or such Port Authority-approved, third party contractor, holds a valid license, or otherwise effective written approval, from the Port Authority. Delta shall comply with the Port/IAT Lease and all Port Authority Rules and Regulations concerning In-Flight Meals. All deliveries in connection with In-Flight Meals must be made in a manner consistent with the Terminal 4 Rules and Regulations. Delta shall not be required to pay IAT a fee for the right to provide, or the right to contract with any Port Authority-approved, third party contractor for such contractor to provide, for itself and/or its ATA Airline Sublessees In-Flight Meals as and in the manner set forth in this Section 8.06 unless the Port/IAT Lease requires the payment of any such fee by IAT or Delta, in which case Delta shall pay any such fee.

(b) Notwithstanding anything in Section 8.06(a) to the contrary, Delta shall not (and shall not permit its Sublessees to), without the prior approval of IAT and, if required by the Port/IAT Lease, the Port Authority, advertise, promote, offer, supply, sell or give away any goods or services in Terminal 4 except for Delta sponsored events to support inaugural flights, *provided, that,* Delta (x) may give away goods and services (including food and liquor, but excluding duty-free goods), and (y) may sell food and liquor for consumption in the Delta Nonpublic Space (excluding duty-free goods) but shall not sell other goods and services without IAT's approval (taking into consideration the Master Concessions Plan and Comprehensive Retail Plan), in each case in Delta Nonpublic Space dedicated to its passengers using premium lounge areas and/or its employees, *provided that,* Delta shall be responsible for any fees required by the Port/IAT Lease in connection therewith.

Section 8.07. *FIDS And BIDS.* IAT shall provide and operate the hardware and software providing flight and baggage information and services, including, but not limited to, display of flight arrival and departure information, display of baggage retrieval information, including a

multi-user flight information display system ("**FIDS**") and a baggage information display system ("**BIDS**") in Terminal 4, including the Delta Premises, *provided that*, the initial acquisition and installation of FIDS and BIDS in the Delta Premises as part of the Phase I IAT Project shall be included as Project Costs. Delta and IAT and their respective employees shall have the right to use the FIDS and BIDS, and to have direct access to input information directly into such systems, to make flight information and baggage information available to the public as necessary or appropriate, subject to reasonable regulations to be included in the Terminal 4 Rules and Regulations, *provided that*, Delta's right to use the FIDS and BIDS, to have direct access to input information directly into such systems and to make flight information and baggage information available to the public shall be limited to information relating to Delta, Delta's Sublessees and Delta Affiliate Carriers. IAT shall not be responsible for the accuracy of any information input into the FIDS or BIDS.

Section 8.08. *Public Address And Paging Systems And Directional Signage.* (a) IAT shall provide and operate a public address and paging system or systems in Terminal 4, including the Delta Premises, *provided that*, the initial acquisition and installation of the public address and paging system in the Delta Premises as part of the Phase I IAT Project shall be included as Project Costs. Delta shall have the right to use the public address and paging system or systems to make public announcements as necessary or appropriate, related to Delta, Delta Sublessees and Delta Affiliate Carriers, subject to the Terminal 4 Rules and Regulations. Notwithstanding the foregoing, IAT shall provide, or cause to be provided to, Delta direct access to such system or systems for the purpose of making announcements in a manner consistent with access provided to other Contract Carriers.

(b) IAT shall install throughout Terminal 4 the operational and directional signage described in Section 12.04, as required by the Port Authority or applicable Law and otherwise to assist passengers and invitees to locate gates, public facilities and concession space.

Section 8.09. *CUTE System; RIDS.* (a) As part of its installation of trade fixtures in the Delta Space, Delta intends to install its proprietary communications system (including gate information display systems) in the Delta Space (the "**Delta Terminal System**"). If the Delta Terminal System can provide essentially the same functionality to non-Delta users of the Delta Terminal System that the common use terminal system, including gate-side ticket readers ("**CUTE System**") used by IAT provides, then IAT will not install the CUTE System in the Phase I IAT Project or operate or maintain the CUTE System in the Delta Space. Instead, the Contract Carriers who are located from time-to-time in the Delta Space will use the Delta Terminal System as non-Delta users. If the Delta Terminal System cannot provide essentially the same functionality to non-Delta users of the Delta Space that the CUTE System provides, IAT shall have the right to install, maintain, replace and operate the CUTE System in the Phase I IAT Project. The operation, maintenance, replacement and repair of the Delta Terminal System shall be at Delta's sole cost and expense; the operation, maintenance, replacement and repair of the CUTE system shall be at IAT's sole cost and expense and shall not be allocated as an ATA Permitted O&M Expense. There shall be no separate or additional charges imposed by IAT on Delta or Delta Affiliate Carriers for use of the CUTE System when operating from IAT Gates, and there shall be no separate or additional charges imposed by Delta on Contract Carriers for use of the Delta Terminal System when operating from Delta Gates.

(b) As part of its installation of trade fixtures in the Delta Space, Delta shall be permitted to install on the exterior wall of the Delta Gates one or more ramp information display systems to facilitate Delta operations, the operation, maintenance, replacement and repair of which shall be at Delta's sole cost and expense, *provided that*, any signage or branding of Delta, any Delta Affiliate or any other Person appearing on such ramp information display system shall be subject to IAT's approval.

Section 8.10. *Telecommunications System.* Subject to approval by IAT and the Port Authority and in compliance with the provisions of Section 12.01 and the Port/IAT Lease, including Section 44 thereof, Delta shall have the right to install, operate and maintain, at its sole cost and expense (directly or through an Affiliate or an Approved Contractor), (i) a telecommunications system (wireless or wired including voice, data and other communications) for access by Delta, its Sublessees and the public and related equipment in the Delta Premises and (ii) communications equipment (wireless or wired, including voice, data and other communications), including software, cabling, hardware, antennae and satellite dishes, and other equipment in the Delta Premises and on the roofs and exterior walls of Concourse B and the Headhouse, *provided that*, the installation, operation or maintenance of any such telecommunications system or communications equipment shall not interfere with existing telecommunications systems and communications equipment at the Airport. If the installation, operation or maintenance of any of Delta's telecommunications systems or communications equipment interferes with any telecommunications systems and communications equipment at the Airport installed subsequent to the installation of Delta's telecommunications systems and communications equipment, Delta shall reasonably cooperate with IAT (at no cost or expense to Delta) in relocating any such systems or equipment; *provided that*, if such interference is with respect to public safety or security systems and equipment which (after commercially reasonable efforts to place such systems and equipment in alternate locations and/or make technical modifications to such systems or equipment which would eliminate such interference) cannot be installed without relocation of Delta's systems or equipment, Delta shall reasonably cooperate with IAT (at Delta's cost and expense) in relocating such systems or equipment of Delta.

Section 8.11. *FIS Facility.* IAT shall make available the FIS Facility located in the Common Space to the United States Government as required by the Port/IAT Lease, *provided that*, the operations, the hours of operation and the levels of staffing of the FIS Facilities shall be determined by the United States Government. Terminal 4 air passengers and flight crew shall have the right to use the FIS Facilities. The United States Government (and not IAT or Delta), shall be solely responsible for operating and staffing the FIS Facilities.

Section 8.12. *Additional Understandings Regarding Terminal 3.* (a) For so long as the Terminal 3 Parking Space Permit is in effect, and IAT shall be managing the hardstand positions on the Terminal 3 Site, IAT shall credit Delta Rent for each use of a hardstand parking position on the Terminal 3 Site by a Scheduled Aircraft Operator (other than Delta or any Delta Affiliate Carrier) in an amount equal to the Terminal 3 Parking Fee to be determined in accordance with Schedule 8-3.

(b) Upon Phase I DBO, Delta shall commence and pursue diligently to completion the Phase I Delta Project at Delta's sole cost and expense.

Section 8.13. *Right Of Entry.* (a) Notwithstanding anything to the contrary herein, IAT reserves for itself and its employees, officers, directors, managers, agents, representatives and contractors, and Delta hereby grants to such parties, the right to enter the Delta Space at reasonable times and without unreasonable interference to Delta or its operations, without being deemed an eviction of Delta or permitting any abatement of rent, to (i) perform IAT's obligations under this Agreement, (ii) inspect the Delta Space and Delta's activities being conducted therein to assure compliance with this Agreement and the Port/IAT Lease or (iii) do any other act or thing that IAT is permitted or obligated to do under this Agreement or the Port/IAT Lease, *provided that*, (A) any damage to the Delta Space or the property of Delta or any of its Sublessees directly resulting from such entry shall be repaired or replaced by IAT as an ATA Permitted O&M Expense (if such damage, however, is caused by the gross negligence or willful misconduct of IAT or their employees, representatives or contractors, it shall be repaired or replaced by IAT at no cost to Delta and not as an ATA Permitted O&M Expense); and (B) except in the event of emergencies, such right of entry into the Delta Nonpublic Space shall be on reasonable notice and Delta shall have the right to require that its representative accompany the party or parties seeking entry.

(b) IAT hereby grants to Delta and its officers, directors, managers, agents, employees, representatives and contractors, subject in all cases to the rights of IAT's Sublessees (other than Delta), the right to enter IAT Space that is not IAT Nonpublic Space, at reasonable times as reasonably necessary to do any other act or thing that Delta is permitted or obligated to do under this Agreement, *provided that*, (A) any damage to the IAT Space or the property of IAT or any of its Sublessees shall be repaired or replaced by Delta at no cost to IAT if caused by Delta or its employees, representatives or contractors; and (B) such right of entry into portions of the IAT Space that is IAT Nonpublic Space or space comprising mechanical or communications closet areas shared by Delta and/or one or more of IAT's other Sublessees shall require advance notice to, and approval by, IAT, and if required by IAT, shall occur only with a representative of IAT and/or IAT's Sublessees present.

Section 8.14. *Trademark License.* (a) Subject to the provisions hereof, Delta hereby grants to IAT a non-exclusive, non-transferable, limited license for the term of this Agreement to (i) display Delta's name, trade name and certain service marks as each exists from time to time (the "**Delta Marks**") on the FIDS and directional and operational signage, and at other locations in Terminal 4 for the purpose of providing informational and/or directional information, and (ii) use the Delta Marks in IAT advertising, brochures or other marketing and informational material relating to Terminal 4, in each case described in clause (ii) to be subject to the prior written approval of Delta. No license or right to display or use the Delta Marks is granted to IAT, except as expressly provided herein. Nothing herein shall be construed or deemed to convey to IAT any interest or property rights in the Delta Marks, and IAT acknowledges and agrees that any goodwill or other rights which arise as a result of the use by it of the Delta Marks shall accrue solely to the benefit of the Person owning such marks. The license of clause (ii) above to display and use the Delta Marks may be revoked or limited by Delta upon notice by Delta to IAT. Delta shall provide to IAT on or prior to the Effective Date, a description and sample of each of the Delta Marks and thereafter shall provide to IAT written notice of any changes thereto. IAT agrees that all advertising, promotional and other materials bearing a Delta Mark shall be submitted for Delta's prior review and approval before printing, publishing, or distributing any such material. Each Delta Mark must appear exactly as set forth in

specifications provided by Delta. Once Delta has approved a specific type of advertisement, IAT may continue to use such Delta Mark in the same format during the term of this Agreement without further approval, but subject to Delta's right to revoke or limit such use on written notice to IAT. At Delta's direction, IAT shall cause the withholding, discontinuance, recall or cancellation, as appropriate, of any advertising or promotional material (i) not approved by Delta, at IAT's sole cost and expense, and (ii) previously approved by Delta but subsequently revoked or limited by Delta, at Delta's sole cost and expense. Delta reserves the right to refuse to participate in any advertising or promotional materials proposed by IAT. Delta shall have sole discretion to determine the acceptability of both the quality and presentation of advertising and promotional materials using any Delta Mark. Each Delta Mark shall be marked with an ® or SM or other symbol, as appropriate, and reference a legend indicating that "Delta is a registered service mark of Delta Air Lines, Inc." or similar words to that effect. IAT hereby indemnifies and holds harmless Delta from and against any and all Damages that Delta incurs or suffers arising out of a breach by IAT or any IAT's Party's breach of this Section. Delta hereby releases each IAT Party from any Damages that Delta incurs or suffers arising out of any IAT Party's proper display or use of the Delta Marks in accordance with this Section.

(b) Subject to the provisions hereof, IAT hereby grants to Delta a non-exclusive, non-transferable, limited license for the term of this Agreement to display IAT's and/or IAT's name, trade name and certain service marks as each exists from time to time (the "**IAT Marks**") in Delta advertising, brochures or other marketing and informational material relating to Terminal 4, subject to the prior written approval of IAT. No license or right to display or use the IAT Marks is granted to Delta, except as expressly provided herein. Nothing herein shall be construed or deemed to convey to Delta any interest or property rights in the IAT Marks, and Delta acknowledges and agrees that any goodwill or other rights which arise as a result of the use by it of the IAT Marks shall accrue solely to the benefit of the Person owning such marks. The license of this Section to display and use the IAT Marks may be revoked or limited by IAT upon notice by IAT to Delta. IAT shall provide to Delta on or prior to the Effective Date, a description and sample of each of the IAT Marks and thereafter shall provide to Delta written notice of any changes thereto. Delta agrees that all advertising, promotional and other materials bearing an IAT Mark shall be submitted for IAT's prior review and approval before printing, publishing, or distributing any such material. Each IAT Mark must appear exactly as set forth in specifications provided by IAT. Once IAT has approved a specific type of advertisement, Delta may continue to use such IAT Mark in the same format during the term of this Agreement without further approval, but subject to IAT's right to revoke or limit such use on written notice to Delta. At IAT's direction, Delta shall cause the withholding, discontinuance, recall or cancellation, as appropriate, of any advertising or promotional material (i) not approved by IAT, at Delta's sole cost and expense, and (ii) previously approved by IAT but subsequently revoked or limited by IAT, at IAT's sole cost and expense. IAT reserves the right to refuse to participate in any advertising or promotional materials proposed by Delta. IAT shall have sole discretion to determine the acceptability of both the quality and presentation of advertising and promotional materials using any IAT Mark. Each IAT Mark shall be marked with an ® or SM or other symbol, as appropriate, as directed by IAT. Delta hereby indemnifies and holds harmless IAT from and against any and all Damages that IAT incurs or suffers arising out of a breach by Delta or any Delta Party's breach of this Section. IAT hereby releases each Delta Party from any Damages that IAT incurs or suffers arising out of any Delta Party's proper display or use of the IAT Marks in

accordance with this Section. Notwithstanding anything herein to the contrary, to the extent that IAT's consent is required for Delta's use of same, IAT hereby irrevocably grants to Delta the right to use during the Term the names "Terminal 4" and "Terminal Four" or any other name by which Terminal 4 is commonly known from time to time.

ARTICLE 9.
MAINTENANCE AND OPERATIONS OF TERMINAL 4

Section 9.01. *O&M Services.* (a) IAT shall provide all O&M Services to Terminal 4. "**O&M Services**" or "**O&M**" means all maintenance and operations services to, in, at and on Terminal 4, inclusive of the Delta Space; *provided that*, all maintenance and operations services to, in, at and on the Terminal 2-4 Connector shall be the responsibility, and shall be performed at the sole cost and expense, of Delta.

(b) IAT shall perform the O&M Services itself or through Approved Contractors, in accordance with policies and procedures to be established from time to time throughout the Term by IAT, in accordance with the annual Budgets.

Section 9.02. *Failure To Perform O&M.* If IAT fails to perform any of its O&M Services under this Agreement in accordance with the Terminal 4 O&M Performance Standards and such failure has a Material Adverse Effect on Delta or any Sublessee of Delta, Delta may (but shall not be obligated to) notify IAT and the Management Committee and IAT shall have five days after receipt thereof to propose and commence implementation of a cure for the failure, and shall have a total of 15 days after receipt of Delta's initial notice to cause the failure to be cured; *provided, however, that* (i) if with commercially reasonable diligence such failure cannot be cured within such period of 15 days, and (ii) IAT has commenced the cure of such failure within such 15-day period and has pursued such cure diligently, then such period shall be extended for so long as is reasonably necessary for IAT in the exercise of due diligence to cure such failure. If IAT fails to propose and commence implementation of a cure for the failure within such five day period, or fails to cause the failure to be cured within such 15-day period (as same may be extended pursuant to the preceding sentence), Delta may (but shall not be obligated to) notify IAT and the Management Committee of such failure and, if IAT fails to cause the default to be cured within five days after receipt of such second notice, such matter or dispute shall be referred to the Trilateral Committee for resolution, which such resolution and implementation of the cure must be completed within 10 days of referral to the Trilateral Committee.

Section 9.03. *O&M Performance Standards.* At all times during the Term, IAT shall maintain O&M Services at a level that is at least equal to the standards for a common use international gateway airport terminal in a major city or such other standard established by the Management Committee from time to time (the "**Terminal 4 O&M Performance Standards**").

Section 9.04. *Delta Janitorial Services.* Delta may elect to provide cleaning and rubbish removal services in that portion of the Delta Space that is reserved exclusively for Delta use. If Delta elects to provide cleaning and rubbish removal services in that portion of the Delta Space that is reserved exclusively for Delta, Delta or its Approved Contractor shall provide such services at Delta's sole expense and in accordance with the Terminal 4 Rules and Regulations.

Section 9.05. *Emergency Situations.* If any circumstances or conditions exist which must be resolved or repaired to protect against an imminent threat to life, material property damage or security of the Delta Premises ("**Emergency Repairs**") as a result of the failure of IAT to perform any O&M Services, Delta shall promptly notify IAT of such condition, which

notice shall set forth, in reasonable detail, the nature of the Emergency Repairs and the proposed remedial measures as are reasonably necessary to cure such condition. If IAT does not perform such Emergency Repairs with ten (10) days of receipt of notice from Delta, or such shorter period as may be reasonably necessary to protect against an imminent threat to life, material property damage or security of the Delta Premises, Delta may (after making such efforts as are reasonably practicable given the conditions necessitating the Emergency Repairs) take such minimally necessary measures related to the Emergency Repairs as are required to protect against such imminent threat to life, material property damage or security of the Delta Premises.

ARTICLE 10.
OPERATIONS ADVISORY COMMITTEE; MANAGEMENT COMMITTEE; TRILATERAL COMMITTEE; AND BUDGET

Section 10.01. *Operations Advisory Committee.* IAT and Delta agree that throughout the Term there shall be established an operations advisory committee (the "**Operations Advisory Committee**") composed of the representatives identified on Schedule 10-1. Each of IAT and Delta may replace its representative on the Operations Advisory Committee by notice to the other party, *provided that* any replacement representative holds a position of authority commensurate with the tasks undertaken by such committee. Although the Operations Advisory Committee shall be responsible for monitoring day-to-day operations matters insofar as the same relate to the use and operation of the Delta Premises (including day-to-day issues related to O&M Services and scheduling of operations during construction periods), IAT shall carry out day-to-day operations. The Operations Advisory Committee shall report directly to the Management Committee. Insofar as the Operations Advisory Committee's recommendations impact Contract Carriers, such policies shall be reasonable, equitable and nondiscriminatory and shall at all times comply with the requirements of the Port/IAT Lease. The parties' representatives on the Operations Advisory Committee will act cooperatively and in good faith in considering each others' suggestions, requests and recommendations, and at all times in compliance with the requirements of the Port/IAT Lease. Matters which cannot be resolved in an expedient manner by the Operations Advisory Committee and which are materially important to the use and operation of the Delta Premises shall be brought to the attention of the Management Committee for expedited resolution. Pending a decision by the Management Committee on the matter in dispute, IAT shall continue to carry out day-to-day operations regarding the matter in dispute in accordance with best management practices. The Operations Advisory Committee shall also act with respect to the following matters: (i) consultation in connection with the scheduling and use of Gates and times, including accommodations necessary for the Phase I IAT Project (and Phase II and Phase III, as applicable), (ii) the matters under review by such subcommittees as may be established by the Management Committee from time to time, and (iii) such other matters as are designated by the Management Committee.

Section 10.02. *Management Committee.* (a) IAT and Delta agree that throughout the Term, there shall be a management committee (the "**Management Committee**") composed of the members set forth on Schedule 10-1. The Management Committee shall meet no less frequently than monthly. The parties' representatives on the Management Committee will act cooperatively and in good faith in considering each others' suggestions, requests and recommendations and the recommendations of the Operations Advisory Committee. Insofar as the Management Committee's recommendations impact Contract Carriers (including with respect to the matters specified in items (i) through (xii) below), such recommendations shall be reasonable, equitable and nondiscriminatory and shall at all times comply with the requirements of the Port/IAT Lease. In addition to resolving issues raised by the Operations Advisory Committee pursuant to Section 10.01, the following matters shall be within the scope of the Management Committee:

(i) consultation with IAT and the Concessions Subcommittee in development and implementation of the Concession Master Plan and the Comprehensive Retail Plan, including identifying concession opportunities and Concession Spaces in Terminal 4, and

reviewing, evaluating, and implementing proposed concepts for Concession Spaces to ensure alignment with Delta's brand and customer experience standards;

(ii) consultation with IAT in preparing the annual Budgets and reconciliations for Permitted O&M Expenses with respect to Terminal 4, approving ATA Permitted O&M Expenses in so far as they apply to the Delta Nonpublic Space, and reviewing periodic financial statements;

(iii) consultation with IAT and Delta in preparing and maintaining a list of Approved Contractors and Terminal 4 Handling Companies and monitoring their performance;

(iv) consultation with IAT and Delta in reviewing the Terminal 4 O&M Performance Standards and actual levels of performance within the Delta Premises;

(v) consultation with IAT in connection with changes to the Terminal 4 Rules and Regulations (which includes standards and rules and regulations for the use, operation and management of the apron, ramp area and other AOA at Terminal 4), and monitoring compliance therewith;

(vi) consultation with IAT in preparing the Terminal 4 Security Plan as set forth in Article 11;

(vii) consultation with IAT in preparing and monitoring compliance with standards, rules and regulations regarding the common use and operation of the Control Tower Space by IAT and Delta;

(viii) consultation with IAT and Delta in preparing and monitoring development of facilities expansions from time to time pursuant to Article 12, except the Phase I IAT Project (the design and development of which shall be governed by Article 6 and the Construction Administration Agreement);

(ix) consultation with IAT with respect to the location of Contract Carrier operations on the Delta Space as set forth in Article 13;

(x) establishing subcommittees as necessary from time to time to address particular matters identified by IAT and/or Delta and to report to the Management Committee with respect thereto;

(xi) resolving operational disputes of the Operations Advisory Committee from time to time in accordance with the procedure set forth in this Section 10.02; and

(xii) such other matters as are provided in Sections 9.02, 9.03, 14.02, 14.03, and 15.03 of this Agreement to be within the scope of the Management Committee's authority.

Matters which are materially important to the use and operation of the Delta Premises and which cannot be resolved in an expedient manner by the Management Committee shall be

promptly brought to the attention of the Trilateral Committee for expedited resolution pursuant to Section 10.04 below. Pending a decision by the Trilateral Committee on the matter in dispute, IAT shall continue to carry out day-to-day operations regarding the matter in dispute in accordance with best management practices.

(b) Each of IAT and Delta may change the identity of its representatives on the Management Committee by notice to the other party, *provided that* any replacement representative holds a position of authority commensurate with the tasks undertaken by such committee. Each of IAT and Delta may designate alternate representatives to act in place of its designated representatives by notice given to the other party, including by oral notice given at any meeting of the Management Committee. Meetings of the Management Committee shall be in person at Terminal 4 or by telephone conference call. One of the representatives on the Management Committee shall be designated to maintain and distribute minutes of each meeting (which minutes shall be subject to approval by the Management Committee). Decisions of the Management Committee shall be made by the unanimous vote of the representatives on the Management Committee.

(c) From time to time, each of IAT and Delta may propose to the Management Committee modifications to the Terminal 4 Rules and Regulations, the Terminal 4 Security Plan, the Comprehensive Retail Plan, the Concession Master Plan, or other matters described in Section 10.02(a) above, that relate to policies and procedures or decisions concerning the use and operation of the Delta Premises or Terminal 4 insofar as the same relate to the use and operation of the Delta Premises in accordance with this Agreement. Matters subject to this Section 10.02(c) which are materially important to the use and operation of the Delta Premises and which cannot be resolved in an expedient manner by the Management Committee shall be promptly brought to the attention of the Trilateral Committee for expedited resolution pursuant to Section 10.04 below. Insofar as the recommendations of IAT and/or Delta under this Section 10.02(c) impact Contract Carriers, such recommendations shall be reasonable, equitable and nondiscriminatory and shall at all times comply with the requirements of the Port/IAT Lease.

(d) [Reserved.]

(e) The Management Committee shall not, nor shall any representative on the Management Committee, take any action in violation of or fail to act in compliance with any provision of the Basic Lease, the Port/IAT Lease, the Transaction Documents, the Terminal 4 Project Bond Documents or this Agreement.

Section 10.03. *Budgets; Calculation of Delta Rent And Adjusted Terminal Management Fees.* (a) Not later than September 1 of each calendar year, Delta shall prepare and furnish to IAT a statement of Delta's and Delta Affiliate Carriers' actual to date and projected flight and passenger usage for the current Annual Period. Not later than September 15 of each calendar year, commencing with the calendar year immediately preceding the calendar year in which Phase I DBO is expected to occur, IAT shall deliver to the Management Committee for the Management Committee's review and consultation, a proposed annual budget for the ensuing Annual Period that is prepared by IAT in good faith taking into consideration factors reasonably determined by IAT to be relevant to such annual budget, including the operation and

maintenance of Terminal 4 in accordance with the Terminal 4 O&M Performance Standards and the Port/IAT Lease, reasonably anticipated increases or decreases in IAT's cost and expense of performing its obligations under this Agreement and the Port/IAT Lease, and reasonably anticipated increases and decreases in activity at Terminal 4 (each such annual budget, a "**Budget**"), *provided that*, there shall be a Budget subcommittee established by the Management Committee for the purpose of keeping the parties informed as to matters relating to each proposed Budget. Each Budget shall include a preliminary pro forma rent statement for the applicable Annual Period, itemized in detail reasonably requested by Delta, projecting the amounts of the Delta Rent (including any anticipated credits attributable to the Terminal 4 Gate Use Fees or Terminal 4 Hardstand Use Fees) and the Adjusted Terminal Management Fees, setting forth the monthly amounts (based on such annual amount) to be payable by Delta in equal monthly installments during such Annual Period. Not later than October 1, Delta shall deliver its comments with respect to the amounts of the Delta Rent (including any anticipated credits attributable to the Terminal 4 Gate Use Fees or Terminal 4 Hardstand Use Fees) and the Adjusted Terminal Management Fees set forth in such Budget to IAT. After its receipt and consideration of Delta's comments, but not later than October 15, IAT shall present a revised proposed Budget, including a revised pro forma rent statement, to the Management Committee. If Delta is still not satisfied with the amounts of the Delta Rent (including any anticipated credits attributable to the Terminal 4 Gate Use Fees or Terminal 4 Hardstand Use Fee) and the Adjusted Terminal Management Fees set forth in such Budget, Delta shall promptly deliver to IAT's representatives on the Management Committee a written explanation of the items to which Delta objects. The Management Committee is responsible for resolving remaining differences between the representatives of IAT and Delta (including through recommendation to the Trilateral Committee if the Management Committee cannot reach a unanimous determination) and making the determination regarding such items, and the resulting Budget shall be the Budget for the applicable Annual Period, including with respect to the amounts of the Delta Rent (including any anticipated credits attributable to the Terminal 4 Gate Use Fees or Terminal 4 Hardstand Use Fees) and the Adjusted Terminal Management Fees for such Annual Period.

The Budget for each Annual Period shall include and cover all estimated and proposed ATA Permitted O&M Expenses and shall indicate the headcount for all personnel of IAT dedicated (on-site or otherwise, full time or part time) to Terminal 4 to the extent the expense of such personnel is allocated to Delta in Article 7. The Budget for the first Annual Period shall be in the form of the pro forma Budget attached hereto as Schedule 10-2, and shall generally conform to the items and staffing levels set forth therein. The Budget for each succeeding Annual Period shall be in the form of the Budget for the prior Annual Period, with such changes in form and scope consistent with the terms of this Agreement as Delta or IAT shall reasonably request and the Management Committee shall approve. If by December 1, IAT has not obtained the approval of the Management Committee with respect to the ATA Permitted O&M Expenses used in calculating the Delta Rent for the Annual Period covered by such Budget, such matter shall be referred to arbitration pursuant to the terms of Article 28 with respect to those matters which remain in dispute, and the proposed Budget shall apply for purposes of calculating the ATA Permitted O&M Expenses used in calculating the Delta Rent. Following resolution of any disputed items from the Budget, IAT shall provide Delta with a credit against future Rent, if applicable, for overpayments made by Delta in respect of such disputed items, and Delta shall promptly pay IAT for any underpayments made by Delta in respect of such disputed items.

(b) If IAT reasonably determines at any time during an Annual Period that it is in the best interests of Terminal 4 to incur any expense which is properly includable in the Permitted O&M Expenses and which is not contemplated by the approved Budget for such Annual Period, IAT shall consult with the Management Committee regarding such expenses, *provided that*, once established for an Annual Period, no increases shall be made to the ATA Permitted O&M Expenses used in calculating the Delta Rent for Capital Repairs in excess of the greater of (i) $2,000,000.00, and (ii) 50% of the Capital Improvements Reserve Fund Requirement (as defined in the Port/IAT Lease) during such Annual Period without the approval of Delta. Notwithstanding any of the foregoing, in the event of an emergency or if an expenditure is necessary to comply with applicable Law or the Port/IAT Lease or to avoid criminal liability, civil liability or the imposition of a fine or other penalty, IAT may incur such cost or obligation without consultation with the Management Committee or Delta consent.

Section 10.04. *Trilateral Committee.* If any matter brought before the Management Committee results in a dispute that is to be elevated pursuant to Section 10.02, such dispute shall be referred to a committee (the "**Trilateral Committee**") composed of three members, one to be appointed by IAT, one to be appointed by Delta, and one to be appointed by JFK IAT Member LLC ("**JFK IAT Member**"). The Trilateral Committee shall be composed of the members set forth on Schedule 10-1, which shall set policies and shall resolve those matters that cannot be resolved by the Management Committee in accordance with Section 10.02. The Trilateral Committee shall consider and resolve matters and disputes referred to the Trilateral Committee herein considering both parties' positions objectively and in good faith. The identity of each of IAT's, Delta's and JFK IAT Member's members on the Trilateral Committee shall change as the identity of the individuals holding such offices change, and each of IAT, Delta and JFK IAT Member may change the identity of the offices and/or its officers on the Trilateral Committee, as such positions change, by notice to the other party, *provided that*, any replacement representative holds a position of authority commensurate with the tasks undertaken by such committee. Each of IAT, Delta and JFK IAT Member may designate alternate representatives to act in place of its designated members by notice given to the other party at the time a matter or dispute is referred to the Trilateral Committee, if the member designated is unavailable, including by oral notice given at such time. Any such matter or dispute shall be referred to the Trilateral Committee by any IAT or Delta representative on the Management Committee by a notice describing the matter or dispute at issue (a "**Notice of Disagreement**") given to IAT, Delta and JFK IAT Member members on the Trilateral Committee. In the event any such matter or dispute is referred to the Trilateral Committee, for a period of 20 days following the delivery of the Notice of Disagreement, the Trilateral Committee shall attempt in good faith to settle the matter or dispute in question, by such meetings in person or by telephone conference call or by such correspondence as the members of the Trilateral Committee shall determine. If the Trilateral Committee settles the matter or dispute in question, the settlement shall be set forth in a written memorandum or agreement signed by the Trilateral Committee members of both parties, which shall be delivered to the Management Committee to be implemented. If at the end of the 20-day period the Trilateral Committee shall not have settled the dispute through a unanimous decision, then JFK IAT Member shall have the ability to resolve such deadlock except in respect to those matters specified in Section 28.02(b) which shall be subject to arbitration pursuant to Section 28.02, *provided that*, nothing contained in this Section 10.04 or in Section 28.02 shall be deemed to restrict the rights of either party to pursue such remedies as are available to such party under Article 26, Article 27 and Section 36.19, as applicable.

ARTICLE 11.
SECURITY

Section 11.01. *Airport Security Program.* Each of IAT and Delta shall be bound by and comply with the Airport Security Program. "**Airport Security Program**" means the Airport Security Program established by the Port Authority, current as of the Effective Date, setting forth the security rules and regulations at the Airport, as the same has heretofore been amended, supplemented, or otherwise modified.

Section 11.02. *Terminal 4 Security.* (a) The "**Terminal 4 Security Plan**" means the Terminal 4 Security Plan, current as of the Effective Date, established by IAT and submitted to the Port Authority, setting forth the security rules, regulations and procedures relating to the use and operation of Terminal 4, as the same has heretofore been amended, supplemented, or otherwise modified and may hereafter be amended, supplemented, replaced or otherwise modified from time to time by IAT (in consultation with Delta) in accordance with the Port/IAT Lease. IAT has provided, and throughout the Term will continue to provide, Delta with access to a complete and correct copy of the Terminal 4 Security Plan, together with all amendments, supplements and other modifications, as in effect as of the Effective Date. Delta agrees to properly secure and safeguard the Terminal 4 Security Plan as required by Law and understands the need to restrict access to the Terminal 4 Security Plan strictly to authorized persons in accordance with applicable Law.

(b) Each of IAT and Delta shall be bound by and shall comply with the Terminal 4 Security Plan. IAT shall take all measures necessary or appropriate to enforce the Terminal 4 Security Plan throughout Terminal 4 (including in and on the Delta Premises) and Delta shall reasonably cooperate, and shall cause its Sublessees to reasonably cooperate, with IAT in connection therewith. IAT shall not unreasonably discriminate in such enforcement against Delta, its Sublessees or the Delta Premises.

(c) IAT shall, either directly or through an Approved Contractor, provide all necessary or appropriate services, facilities and equipment to maintain security in and on Terminal 4 pursuant to the Terminal 4 Security Plan, the Airport Security Program, the requirements of the Port Authority and the TSA and applicable Law and as otherwise required by the Port/IAT Lease, and to operate, maintain, repair, upgrade and replace (as necessary or appropriate) the security facilities and equipment at Terminal 4 (including in or on the Delta Premises). The foregoing shall be included in the O&M Services and the cost thereof shall be included in the ATA Permitted O&M Expenses.

(d) The security services, facilities and equipment to be provided by IAT shall include the staffing, facilities and equipment for the security operations center ("**SOC**"), monitoring the security doors, the closed circuit television (CCTV) system, and the police, fire and life safety communications systems. IAT may provide these services directly or through an Approved Contractor. Subject to the provisions of Article 10 and Section 11.03, the costs paid by IAT with respect to the SOC shall be included in the ATA Permitted O&M Expenses.

(e) The security services to be provided by IAT shall include arrangements with the Port Authority or otherwise to provide that uniformed local law enforcement officers are

present in and on Terminal 4 at all times in compliance with the Airport Security Program and the requirements of the Port Authority, the TSA and applicable Law.

Section 11.03. *Additional Delta Security Rights And Obligations.* (a) Subject to the approval of the Port Authority and the TSA, Delta may provide security for the Delta Space at its own expense, either directly or through an Approved Contractor, which additional security shall be in addition to, and not in replacement of, the security provided by IAT at Terminal 4.

(b) Delta shall apply to the Port Authority for identification badges or cards for all of Delta's employees with access to the AOA and as required pursuant to the Port/IAT Lease. Delta shall apply to IAT for identification badges consistent with Terminal 4 Rules and Regulations for all of Delta's employees for whom Terminal 4 access is necessary and appropriate and IAT shall issue such badges in accordance with the Terminal 4 Rules and Regulations. Delta shall require its employees to display the appropriate identification badges at all times while present at Terminal 4 as and in the manner required by the Port/IAT Lease, the Port Authority Rules and Regulations, the Port Authority Airport Security Program, the Terminal 4 Rules and Regulations, and the Terminal 4 Security Plan (as applicable). Delta shall provide all applications, background checks and other information required by the Port Authority or IAT (as the case may be) to obtain and maintain such identification badges, and Delta shall further provide, at Delta's sole cost and expense, all training for Delta employees required pursuant to the Port/IAT Lease, the Port Authority Rules and Regulations, the Airport Security Program, the Terminal 4 Rules and Regulations and the Terminal 4 Security Plan (as applicable). Notwithstanding anything contained herein to the contrary, Delta and IAT agree that it is not their intention that the Terminal 4 Rules and Regulations or that the Terminal 4 Security Plan will require more stringent background-check or other security-related requirements than those required by Law or by the Port Authority Rules and Regulations.

ARTICLE 12.
ALTERATIONS AND ADDITIONS

Section 12.01. *Alterations Generally.* Any alteration, replacement, modification, addition, improvement or repair to Terminal 4 (each, an "**Alteration**") made pursuant to this Article shall be made in compliance with Laws and the Port/IAT Lease, including Section 19 of the Port/IAT Lease. In addition, no Alteration shall (i) decrease the value, utility or useful life of Terminal 4 from its value, utility or useful life immediately prior to the making thereof, assuming Terminal 4 was in the condition required by the Port/IAT Lease, unless such Alteration is required under the Port/IAT Lease, (ii) violate the Basic Lease or the Port/IAT Lease or any restriction, easement, condition or covenant or other matter affecting title to Terminal 4; (iii) be undertaken before IAT or Delta (as applicable) shall have procured all permits and authorizations required for such Alteration, and (iv) be performed by any contractor that is not an Approved Contractor. The making of any Alterations shall be expeditiously completed in a good and workmanlike manner; and with respect to Alterations affecting the Delta Space made by Delta, Delta shall have made adequate arrangements for payment of the cost of all Alterations and shall be solely responsible for the cost and expense of maintaining and repairing such Alterations without duplication for amounts contemplated by the ATA Permitted O&M Expenses. In connection with any Alteration made by Delta, IAT shall submit to the Port Authority in a timely fashion a Tenant Alteration Application pursuant to Section 19 of the Port/IAT Lease.

Section 12.02. *IAT Alterations; Limitations.* (a) IAT may make, and may permit its Sublessees to make, any Alterations to any portion of Terminal 4 not included in the Delta Space, *provided that*, (i) such Alteration does not materially adversely affect the operation and use of any portion of Terminal 4 or the facilities, systems and equipment thereof; and (ii) if such Alteration occurs on or prior to December 31, 2020, or after December 31, 2020 and Delta has delivered a notice approved by IAT indicating its election to proceed with Phase II and Phase III and has commenced design and construction of Phase II and Phase III, such Alteration will not materially adversely affect the development of the Terminal 4 Site in accordance with the Master Plan or cause such development of the Terminal 4 Site to cost materially more than it would if such Alteration had not been made.

(b) Notwithstanding the provisions of clause (a), above, IAT shall also make or cause to be made such Alterations to any portions of Terminal 4 as are required by the Port Authority or any other Governmental Authority and, if requested by Delta and agreed to be taken by IAT in IAT's sole discretion, such Alterations reasonably proposed by Delta (but not made by Delta) and approved by IAT. IAT shall consult with Delta regarding Alterations Delta wishes to make to Terminal 4.

Section 12.03. *Delta Alterations.* (a) At Delta's sole cost and expense, Delta may make Alterations to (i) the Delta Nonpublic Space, (ii) the Delta Premises to install telecommunications equipment pursuant to Section 8.10, and (iii) Terminal 4 to install signage pursuant to Section 12.04, *provided that*, in all cases such Alterations are in compliance with the Terminal 4 Rules and Regulations and could not reasonably be expected to materially adversely affect the operation and use by IAT and its Sublessees of any other portions of Terminal 4 or the facilities, systems and equipment thereof. In the event that such Alterations could reasonably be expected to materially adversely affect such operation or use, prior IAT approval is required.

(b) Without limiting the provisions of Section 12.03(a), Delta may make Alterations to the following portions of the Delta Premises, but only with the approval of IAT and subject to the terms of the Port/IAT Lease: (i) the interior portions of the Delta Space, and (ii) the Common Space adjacent to the Delta Space and the facilities and equipment of such areas and space, *provided that*, the same could not reasonably be expected to materially adversely affect the operation and use of the Common Space, the IAT Space, any other portion of Terminal 4 occupied by IAT or any of its Sublessees (other than Delta), or the facilities, systems and equipment therein. Except as expressly provided for herein, Delta shall have no right to make any other Alterations to Terminal 4 unless such Alterations are approved by IAT in its sole discretion.

Section 12.04. *Signs.* (a) IAT and Delta acknowledge and agree that, subject to any applicable requirements in the Port/IAT Lease, the designs for the Phase I IAT Project and the Terminal 2-4 Connector Area shall include Delta and SkyTeam branding signage appropriate for an anchor tenant of an airport terminal, taking into consideration the common use nature of Terminal 4, however the specific size, materials and locations of such branding signage not otherwise approved in connection with the approval by IAT of the Phase I IAT Project Contract Documents shall be approved by IAT in its sole discretion. Delta and SkyTeam branding signage in the Terminal 2-4 Connector that is not located in or on the portion of the Terminal 2-4 Connector Area shall not require IAT approval. Delta shall have the right, at its sole cost and expense, to install, alter, modify and relocate its brand signs (other than those purchased with the proceeds of any Terminal 4 Project Bonds) including its names and logos (including all Delta brands such as "Delta Connection" and "Sky Team"), in the location[s] shown on Exhibit C, pages 1 through 5 (subject to such alterations thereto as may be implemented prior to Phase I DBO pursuant to Article 6), and as may be implemented at any existing and future Delta Gates in consultation with IAT, in either case conforming to the specifications of size, location (including branding on the exterior of Terminal 4 as approved by IAT) and materials approved by IAT in consultation with Delta and such other brand signs in such other locations as otherwise may be approved by IAT, *provided that*, no such approval is needed for any alteration or modification of the Delta Mark and such modification does not involve material alteration of size, materials or location of such sign without the prior approval of IAT. In addition, Delta shall have the right, at its sole cost and expense, to install a common use sign on or about the exterior of Terminal 4 in the location shown on Exhibit C, page 1 for location of its brand signs and the brand signs of other IAT ATA Airline Sublessees conforming to the specifications of size, location and materials approved by IAT in consultation with Delta.

(b) IAT shall install and maintain on a consistent basis throughout Terminal 4 operational and directional signage in compliance with Port Authority Rules and Regulations and any other applicable Law.

Section 12.05. *Mechanic's And Materialman's Liens.* No work performed by IAT, on the one hand, or Delta, on the other hand, pursuant to this Agreement or otherwise, whether such work is construction of an Alteration or other work, shall be deemed to be for the immediate use and benefit of the other party. All contracts and subcontracts for Alterations, construction or other work and materials made by Delta shall include provisions to the effect that (a) notwithstanding anything in such contracts or subcontracts to the contrary, all contractors, subcontractors, suppliers and materialmen (each a "**Construction Contractor**") shall perform

the work and/or furnish the materials solely on the credit of Delta with IAT and the Trustee (or any nominee, transferee or assignee thereof) having no obligations therefor whatsoever; (b) no mechanic's, materialman's or other lien shall be asserted by the Construction Contractor against Terminal 4, the Airport or the interest of IAT or the Trustee (or any nominee, transferee or assignee thereof) under the Port/IAT Lease or this Agreement by reason of any work performed for or materials furnished by the Construction Contractor; (c) the Construction Contractor shall forthwith discharge any such lien filed by any of its laborers, subcontractors, materialmen or suppliers or, in the alternative, if it is contesting any such lien, provide a security bond that protects the interest of IAT, the Port Authority and the Trustee (and any nominee, transferee or assignee thereof); and (d) the Construction Contractor shall indemnify and save IAT, the Port Authority and the Trustee harmless from any and all costs and expenses including attorney's fees, suffered or incurred as a result of any such lien that may be filed or claimed in connection with or arising out of work performed or materials furnished by the Construction Contractor. Delta shall pay or cause to be paid all claims lawfully made against it or its Affiliates by any Construction Contractor or other third persons arising out of or in connection with or because of the performance of any Alteration, and shall cause its contractors and any subcontractors to pay all such claims lawfully made against them; *provided, however, that* nothing herein contained shall be construed to limit the right of Delta to contest by appropriate proceedings any claim of any Construction Contractor and/or other person.

ARTICLE 13.
IDENTIFICATION AND USE OF AVAILABLE GATES

Section 13.01. *Use of Delta Gates and Delta Hardstand Positions.* (a) No later than ninety (90) days prior to the beginning of each International Air Transport Association (or successor organization, "**IATA**") summer and winter scheduling season, and based on the actual schedule for Delta and Delta Affiliate Carrier flights for such upcoming scheduling season, Delta shall provide in writing to IAT the proposed schedule for use of the Delta Gates and Hardstand Positions included within the Delta Premises ("**Delta Hardstand Positions**") for the scheduled flights of Delta and Delta Affiliate Carriers during such upcoming scheduling season. Delta shall update the proposed schedule with the official scheduling information loaded into the publicly available scheduling database operated by OAG (or any successor industry-wide commercial airline scheduling database), which shall be no later than thirty (30) days prior to the commencement of the applicable scheduling season. Delta's failure to submit the schedule by the dates specified above shall not prevent Delta from submitting such schedule at a later date and having priority use as provided herein, but subject at all times to the schedule for the applicable scheduling season as established in accordance with this Section 13.01(a); *provided, however*, if no schedule has been submitted by Delta for the applicable summer or winter season, the schedule published by OAG for such summer or winter season, as applicable, shall apply to such scheduling season. So that IAT may revise the schedule to assure maximum and efficient usage of Terminal 4 by Delta, Delta Affiliate Carriers, and Contract Carriers, but subject at all times to the schedule for the applicable scheduling season as established in accordance with this Section 13.01(a), Delta shall provide IAT with a revised flight schedule for Delta Gates and Delta Hardstand Positions within thirty (30) days prior to any revised flight schedule taking effect, and shall take into account, but not be limited to, the addition or elimination of Delta and Delta Affiliate Carrier flights to or from its schedules. Individually and collectively the Delta schedules referenced in this Section 13.01(a) constitute the "**Delta Schedule**". Based on the Delta Schedule and the scheduling information from IAT and the Contract Carriers, IAT will publish a comprehensive schedule for the facility for each scheduling season with reasonable detail of time, slot length and period of availability for Gates and Hardstand Positions based upon the most recent information and schedules available to IAT as of the date that is thirty (30) days prior to each scheduling season. Upon receiving any Delta Schedule, IAT shall have the right to license or sublease to Contract Carriers the available Delta Gates and Delta Hardstand Positions subject to the times, slot lengths and other conditions that are so scheduled.

(b) Delta shall, subject to the Terminal 4 Rules and Regulations, have first priority for scheduling and use for Delta and Delta Affiliate Carrier flights at the Delta Gates and Delta Hardstand Positions (if any) in accordance with the procedures described below; *provided, that*, to the extent the Terminal 4 Rules and Regulations would act to subordinate the priority rights of Delta as specified herein as a result of Delta's operations being domestic rather than international, IAT and Delta agree to negotiate in good faith to accommodate Delta's domestic operations in a manner reasonably acceptable to Delta.

(i) Delta shall have the first priority for scheduling Delta and Delta Affiliate Carrier flights to the Delta Gates and Delta Hardstand Positions (if any) for arrivals and departures in accordance with the procedure described in Section 13.01(a).

(ii) In order to further assure maximum usage of Delta Gates and Delta Hardstand Positions by Delta, Delta Affiliate Carriers, and other Contract Carriers, Delta shall allow temporary use by any Contract Carriers within a scheduling season which is not in conflict with the schedule established in accordance with Section 13.01(a). When IAT confirms (or availability is otherwise confirmed by the applicable control tower personnel) that no other Contract Carrier is scheduled to use a Delta Gate or Delta Hardstand Position or will in fact not use the Delta Gate or Delta Hardstand Position, Delta and Delta Affiliate Carriers shall be allowed to use such Delta Gates and Delta Hardstand Position during any such period. On the other hand, if Delta or Delta Affiliate Carriers shall temporarily be unable to use Delta Gates or Delta Hardstand Positions previously allocated to Delta or Delta Affiliate Carriers under the schedule (or the revised schedule) established in accordance with Section 13.01(a), Delta shall promptly so inform IAT and IAT may allow other Contract Carriers to use such Delta Gates and Delta Hardstand Positions for that temporary period.

(iii) If requested by Delta, IAT shall, subject to the provisions of the Port/IAT Lease, give preference for the use of the available Delta Gates and Delta Hardstand Positions to Contract Carriers who are Delta Code Share Carriers.

(iv) For each use of a Delta Gate by a Contract Carrier, IAT shall charge fees to the Contract Carrier in accordance with the Port/IAT Lease. IAT shall credit Delta Rent for each use of a Delta Gate by a Contract Carrier in an amount equal to the Terminal 4 Gate Use Fee. IAT shall credit Delta Rent for each use of a Delta Hardstand Position by a Contract Carrier in an amount equal to the Terminal 4 Hardstand Use Fee.

(v) As a condition precedent to the use of any of the Delta Gates or the Delta Hardstand Positions by any Scheduled Aircraft Operator other than Delta or Delta Affiliate Carriers, IAT will obtain from such Scheduled Aircraft Operator, duly executed by such Scheduled Aircraft Operator, a license, in the form attached hereto as Exhibit J and hereby incorporated by reference herein together with proof of the insurance coverage required by such license, or if such Scheduled Aircraft Operator is then a party to an existing ATA Airline Sublease with IAT, IAT will obtain a duly executed amendment or addendum to such ATA Airline Sublease providing substantially similar indemnification and insurance provisions for the benefit of Delta as are set forth in the license form attached as Exhibit J. Delta shall be provided a copy of each license obtained by IAT (with the confidential business information redacted therefrom).

(vi) Any Person providing Handing Services to Contract Carriers at the Delta Space shall provide indemnification of Delta for any and all operations on Delta Premises.

(vii) IAT shall ensure that at the conclusion of each occupancy, the relevant Contract Carrier shall surrender the space licensed in a clean and orderly condition, ready for Delta's use and occupancy.

(c) If Delta has excess long term capacity in the Delta Space, Delta shall use commercially reasonable (taking into consideration scheduling and operational matters) efforts

to fill such excess capacity with Delta and Delta Affiliate Carriers operating at Terminal 2. Delta shall identify to IAT from time to time any long term excess capacity at Delta Gates where availability is reasonably expected to continue for a period of not less than twenty-four (24) months and is sufficient for long term use by a Contract Carrier for which IAT shall solicit Scheduled Aircraft Operators to become Contract Carriers for such designated Delta Gates, for a term acceptable to Delta (provided that Delta's identification of available Delta Space shall be exercised for legitimate business purposes consistent with the Delta network plan and shall not be exercised in an unjustly discriminatory manner or in a manner to block access to Delta Gates for anticompetitive purposes). IAT shall have no duty (other than reasonable marketing and related activities consistent with IAT's current business practices) to fill excess capacity at the Delta Gates, and Delta shall continue to include such Delta Gates in the cost calculations used to calculate Delta Rent; *provided that*, Delta shall be entitled to a credit against the Delta Rent in an amount equal to the Terminal 4 Gate Use Fee for each use of the Delta Gates by a Contract Carrier. Delta recognizes and agrees that IAT may also have IAT Gates to lease at the same time that there is excess capacity at the Delta Gates, that IAT shall not have any obligations to give Delta Gates priority over the IAT Gates in identifying Contract Carriers and that IAT is permitted to give IAT Gates preference to Delta Gates when identifying available Gates to Contract Carriers. In addition, if Delta has excess capacity in the Delta Space, and if IAT has excess demand by potential Contract Carriers, IAT may request, but Delta shall be under no obligation to provide (unless IAT is required to accommodate Contract Carriers pursuant to the Port/IAT Lease and IAT is unable to accommodate such Contract Carriers at the IAT Gates, in which case Delta shall make such excess capacity in the Delta Space available to IAT), long term access to one or more Delta Gates as may be specified by Delta in its sole and absolute discretion (provided such discretion is exercised pursuant to a legitimate business purpose consistent with the Delta network plan and not in an unjustly discriminatory manner or in a manner to block access to Delta Gates for anticompetitive purposes), for a term acceptable to Delta, but in all cases in a manner that complies with the requirements of the Port/IAT Lease, and Delta shall be entitled to a credit against the Delta Rent in an amount equal to the Terminal 4 Gate Use Fee.

(d) At any time during a scheduling season, if (i) the hourly Terminal 3 Parking Fee is greater than 150% of the hourly Terminal 4 Hardstand Use Fee, (ii) there are sufficient hardstand positions on the Terminal 3 Site to accommodate one or more of Delta's aircraft scheduled to be parked at the Delta Hardstand Positions during such scheduling season, and (iii) IAT has excess demand (when considered in connection with Delta's scheduled use on the Terminal 3 Site and the Delta Hardstand Positions, and the scheduling needs of Contract Carriers and reasonably expected needs of other Scheduled Aircraft Operators) for the Hardstand Positions, IAT may (after consultation with Delta) request that Delta use one or more of the available hardstands positions located on the Terminal 3 Site to the extent required to accommodate such excess demand by IAT for the Hardstand Positions, so that IAT is able to locate Contract Carriers and other Scheduled Aircraft Operators at the Delta Hardstand Positions made available by Delta's use of the hardstand positions located on the Terminal 3 Site instead of the applicable Delta Hardstand Positions.

Section 13.02. *Use of IAT Gates*. (a) If Delta wishes IAT to locate a Delta Code Share Carrier in an IAT Gate in close proximity to the Delta Gates, IAT shall use reasonable efforts to locate such carrier in such IAT Gate, subject to availability of space and the execution of an

ATA Airline Sublease on terms reasonably acceptable to IAT; provided, however, the Delta Code Share Carriers shall be charged the same as Contract Carriers for the use of the IAT Gate and otherwise shall be treated as Contract Carriers for purposes of this Agreement.

(b) If no Delta Gates or Delta Hardstand Positions, as applicable, are available when required by Delta or a Delta Affiliate Carrier, Delta may request IAT, and IAT shall use commercially reasonable efforts (taking into consideration scheduling and operational matters) to schedule such Delta or Delta Affiliate Carrier flight to an IAT Gate or Hardstand Position if permitted by the schedule established in accordance with Section 13.01(a). For each use of an IAT Gate by Delta or a Delta Affiliate Carrier, Delta shall pay IAT the Terminal 4 Gate Use Fee. For each use of an IAT Hardstand Position by Delta or a Delta Affiliate Carrier, Delta shall pay IAT the Terminal 4 Hardstand Use Fee.

Section 13.03. *Mutual Agreement During Airport-wide or Terminal-wide Irregular Operations.* The Operations Advisory Committee, or its designee, in real-time consultation with Delta and IAT, shall be permitted to assign (without any Terminal 4 Gate Use Fee or other fee but upon reasonable notice to IAT and Delta and without causing unreasonable interference or disturbance to the activities or operations of IAT or Delta or their respective Sublessees) inbound Delta and Delta Affiliate Carrier flights to unoccupied IAT Gates and inbound Contract Carrier flights to unoccupied Delta Gates during airport-wide or terminal-wide irregular operations (i.e., not carrier-specific irregular operations), subject at all times to the Port/IAT Lease.

ARTICLE 14.
CONCESSIONS

Section 14.01. *Concessions Operations.* IAT shall have the exclusive right and obligation to manage and operate all Concession Space in Terminal 4. IAT shall operate and maintain the Concession Space in accordance with the Concession Master Plan and as required by the Port/IAT Lease, which shall include IAT's performance of the following:

(i) use its best efforts to sublet the Concession Space to Concession Sublessees in accordance with the Concession Master Plan (including performing reasonable financial due diligence);

(ii) comply with the Concession Master Plan in all material respects, as the Concession Master Plan may be amended, updated or replaced from time to time;

(iii) coordinate and supervise the construction of tenant improvements by Concession Sublessees in compliance with Article 12;

(iv) use its best efforts to enforce all provisions of the Concession Subleases, including the payment of the rents and other charges payable thereunder; and

(v) manage the daily oversight of the various Concession Sublessees, ensuring that all material contractual obligations of the Concession Subleases are met and that the concessions are run in a first class manner at all times.

Section 14.02. *Concession Master Plan.* IAT shall prepare the Concession Master Plan (and any revisions thereto and replacements thereof) in consultation with the Concessions Subcommittee, subject to the terms and conditions of this Article 14. The Management Committee shall maintain throughout the Term a subcommittee (the "**Concessions Subcommittee**") composed of representatives appointed by IAT and Delta. Each of IAT and Delta may change its members on the Concessions Subcommittee by notice to the other party. The Concessions Subcommittee shall meet no less frequently (including by phone) than monthly during the Phase I IAT Project Construction Period in order to allow time for IAT's development and implementation of the Concession Master Plan prior to Phase I DBO. Thereafter the Concessions Subcommittee shall meet at such times as may be required to address issues related to the performance under, and changes to, the Concession Master Plan. The parties' representatives on the Concessions Subcommittee will act cooperatively and in good faith in considering each others' suggestions, requests and recommendations, taking into consideration the Delta brand and customer experience standards in respect of matters under the Concession Master Plan affecting Delta's and its Sublessees' passengers. Matters which cannot be resolved in an expedient manner by the Concessions Subcommittee shall be promptly brought to the attention of the Management Committee within ten days of any impasse for expedited resolution of disagreements among members of the Concessions Subcommittee with respect to the matters under the Concessions Subcommittee's consideration. The Concessions Subcommittee shall act in an advisory capacity with respect to the following matters: (i) development of the Concession Master Plan and the Comprehensive Retail Plan, including identifying concession opportunities and Concession Spaces in Terminal 4, and reviewing, evaluating, and implementing proposed

concepts for Concession Spaces to ensure alignment with Delta's brand and customer experience standards, (ii) confirming compliance by IAT of the provisions under Section 14.01 above, (iii) preparing plans and recommendations for the Management Committee with respect to curing any deficiencies identified in respect of the performance by any Concession Sublessees, or in respect to deficiencies in the quality (including cleaning and related matters), fit and finish of Concession Space, (iv) addressing any nuisance affecting the Delta Premises resulting from the operations of adjacent Concession Space, and (v) reviewing signage and promotion for concessions, concessions mix, concession performance, and concession standards, rules and regulations.

Section 14.03. *Failure To Perform Concession Management Services.* If IAT fails to perform any of its obligations under this Article 14, Delta may (but shall not be obligated to) notify IAT and the Concessions Subcommittee thereof. IAT shall have 10 days thereafter to propose and commence implementation of a cure for such failure that is satisfactory to Delta and the Concessions Subcommittee; and IAT shall have a total of 30 days after Delta's initial notice to cause such failure to be cured; *provided, however, that* (i) if with commercially reasonable diligence such failure cannot be cured within such period of 30 days, and (ii) IAT has commenced the cure of such failure within such 30-day period and has pursued such cure diligently, then such period shall be extended for so long as is reasonably necessary for IAT in the exercise of due diligence to cure such failure. If IAT does not cure such failure within the time periods specified above, the Concessions Subcommittee or the Management Committee (or the Trilateral Committee, if necessary) shall within ten days of such failure develop a plan to cure such failure.

ARTICLE 15.
BOOKS, RECORDS AND AUDIT

Section 15.01. *IAT Books And Records.* IAT shall make, maintain, keep and retain books, ledgers and other business records ("**Records**") in accordance with the requirements of the Port/IAT Lease, subject to any waivers or modifications thereof granted by the Port Authority from time to time.

Section 15.02. *Delta Books And Records.* (a) Delta shall make, maintain, keep and retain, and shall require each of its Approved Contractors and its Construction Contractors (in each case to the extent the value of materials or services furnished by such person to Delta in respect of the Delta Premises in any Annual Period is in excess of $25,000 and only if the provision of materials or services relates to Rent, charges, payments or other amounts due from Delta to IAT under this Agreement) (in this Section, including Delta, each a "**Delta Recordkeeper**") to make, maintain, keep and retain Records, in accordance with accepted accounting practices, in hard copy and/or computerized form, showing all of the Delta Recordkeeper's transactions connected with or related to Terminal 4. If required by the Port/IAT Lease, Delta shall cause each of its Subleases to contain the required portions of this Section 15.02 pertaining to Records. Delta shall include in each of its contracts with each Delta Recordkeeper a specific provision requiring such Recordkeeper to make, maintain, keep and retain such Records as provided in this Section. Delta shall maintain, and shall require the other Delta Recordkeepers to maintain the Records for four years after the end of the Annual Period to which they relate. Notwithstanding the preceding sentence, (i) if any Records relate to any claim, controversy, dispute, suit, action or proceeding connected with or related to Terminal 4, this Agreement, the Bond Documents or the other Transaction Documents, Delta shall maintain, and shall require the other Delta Recordkeepers to maintain, such Records until four years after the final determination of such claim, controversy, dispute, suit, action or proceeding by a final settlement, award or judgment not subject to the possibility of appeal, and (ii) if any Records relate to expenditures paid or reimbursed with the proceeds of the Series 8 Bonds, Delta shall maintain, and shall require the other Delta Recordkeepers to maintain, such Records as required by the Bond Documents and the Port/IAT Lease and shall (or shall cause the Delta Recordkeeper to) provide copies of all such documents to IAT following Phase I DBO. Throughout the Term, Delta shall (and shall cause each Delta Recordkeeper to) reasonably cooperate with IAT in connection with access to the Records related to the Phase I IAT Project and such other matters as may arise in respect to audits or informational requests of IAT, the Port Authority or any Governmental Authority in connection with the Records related to the Phase I IAT Project.

(b) Delta shall permit the Port Authority's and IAT's representatives to examine, inspect, audit, make extracts from and make photocopies of Delta's Records relating to the Rent, charges, payments and other amounts due from Delta under this Agreement, upon reasonable notice to Delta, during ordinary business hours, at Terminal 4 or another location in the Port of New York District, or, on the condition that Delta shall pay to the Port Authority and IAT all travel costs and expenses for Port Authority and IAT auditors and other representatives in connection with any audit at locations outside the Port of New York District, Delta may make said records and books of account available to the Port Authority and IAT at Delta's offices or the offices where the records are kept. Delta shall permit the Port Authority's and IAT's representatives to examine, inspect, audit, make extracts from and make

photocopies of Delta's Records to the extent provided for in the Port/IAT Lease or this Agreement.

(c) Delta shall require each of the other Delta Recordkeepers to permit Delta's, IAT's and the Port Authority's representatives to examine, inspect, audit, make extracts from and make photocopies of such Delta Recordkeeper's Records upon reasonable request to the extent provided for in said Section 60(e)) of the Port/IAT Lease, during ordinary business hours, at Terminal 4 or another location in the Port of New York District, or, on the condition that such Delta Recordkeeper shall pay to the Port Authority and IAT all travel costs and expenses for Port Authority and IAT auditors and other representatives in connection with any audit at locations outside the Port of New York District, such Delta Recordkeeper may make said records and books of account available to the Port Authority and IAT at such Delta Recordkeeper's offices or the offices where the records are kept. If the Records are not made available in the Port of New York District, Delta shall reimburse IAT or the Port Authority, as the case may be, for its representatives' reasonable costs of travel, meals and lodging to conduct such audit at such location. If the Records are in computerized form, Delta shall, or in the case of another Delta Recordkeeper shall require such Delta Recordkeeper to, demonstrate the same for IAT's or the Port Authority's representatives and allow such representatives to inspect the same to the extent reasonably necessary for such audit. IAT shall notify those granted access to the Records that they are confidential and may not be disclosed without the prior written consent of Delta or the other applicable Delta Recordkeeper (except as provided in Article 31), and shall comply with the provisions of Article 31.

Section 15.03. *Overpayments; Underpayments.* In the event that any audit initiated by IAT discloses any overpayment or underpayment of any Rent (including Delta's O&M Charges) or any other charge, payment or amount paid by Delta under this Agreement, IAT shall promptly notify Delta of such overpayment or underpayment and any dispute relating thereto shall be referred to the Management Committee. Absent a dispute, the parties shall promptly make such adjustment as is appropriate. If the adjustment results in IAT owing Delta, IAT shall credit the amount owed as of the date such notice. If the adjustment results in Delta owing IAT, Delta shall pay the amount owed within 15 days after receipt of such notice. In each case, the amount of the adjustment shall bear interest (from the date the understated or overstated payment was due to the date the amount of the adjustment is paid) at the rate per annum equal to the Prime Rate plus 2% or the highest rate permitted by applicable Law (whichever is less), which shall be paid with the amount of the adjustment.

ARTICLE 16.
COVENANTS

Section 16.01. *Maintenance Of Existence.* Each of IAT and Delta shall preserve, renew and keep in full force and effect its existence as a limited liability company (or any other legally recognized business organization) or corporation, respectively, and its rights, privileges and franchises necessary or desirable in the normal conduct of business, *provided that*, nothing in this Section shall be construed to prohibit or restrict any merger or consolidation that is not otherwise expressly prohibited under this Agreement.

Section 16.02. *Further Assurances.* Each of IAT and Delta shall cooperate with the other party and take (or refrain from taking), execute and deliver, or cause to be taken (or refrained from being taken), executed, and delivered, all further acts, conveyances, documents and assurances reasonably requested by the other party from time to time in order to carry out more effectively the intent and purposes of this Agreement, the Port/IAT Lease, the Bond Documents and the other Transaction Documents.

Section 16.03. *Licenses And Permits and Applicable Laws.* (a) IAT shall and shall require its Approved Contractors, Construction Contractors and Sublessees to, obtain and comply in all material respects with any and all material licenses, permits, certificates and other authorizations required by the Port/IAT Lease.

(b) Delta shall obtain and comply with any and all licenses, permits, certificates and other authorizations required by any Governmental Authority, the Port Authority or the Port/IAT Lease for Delta's activities, assets and operations in, on or at Terminal 4 (as opposed to the use or operation of Terminal 4 as an air terminal) and comply with all applicable laws related thereto. Delta shall require its Approved Contractors, Construction Contractors and Sublessees, to obtain and comply in all material respects with all licenses, permits, certificates and other authorizations required by any Governmental Authority, the Port Authority or the Port/IAT Lease for their respective activities in, on or at Terminal 4 and comply with all applicable laws related thereto. Delta shall promptly deliver to IAT a copy of any written notice of non-compliance that Delta actually receives in respect of any licenses, permits or certificates, or violations of law, applicable to Delta's operations and construction (including construction by Approved Contractors) in the Delta Premises and, if requested by IAT, material correspondence related to the actions being taken to correct any such non-compliance or violation. Any failure to comply with such licenses shall not constitute a default unless such failure is with respect to material obligations thereof.

Section 16.04. *Delta Minimum Liquidity.* Delta hereby covenants and agrees that, if at any time prior to the date on which no Series 6 Bonds are outstanding (x) Delta's total Liquidity is below the greater of (i) ten percent Delta's prior fiscal year total passenger revenue as determined based on Delta's annual filing on Form 10-K with the SEC (a **"Liquidity Trigger"**), or (y) Delta's credit card processors have commenced a holdback on payment processing (a **"Holdback Trigger"**), Delta shall promptly either (i) deliver cash in the aggregate amount of the Security Amount to the Escrow Account to be held and disbursed pursuant to an Escrow Agreement (a **"Cash Deposit"**), or (ii) cause a letter of credit, substantially in the form attached hereto as Exhibit K or in such other form customarily used by

the applicable Qualified L/C Provider and reasonably satisfactory to IAT and the Bond Insurer (a "**Letter of Credit**"), to be issued by a Qualified L/C Provider in the aggregate amount of the Security Amount in favor of IAT, which Letter of Credit shall allow for multiple draws thereunder, and no less frequently than once per calendar month. IAT may at any time draw upon such Letter of Credit or cause to be disbursed from the Escrow Account, as applicable, an amount not to exceed (i) the aggregate amount of Delta Rent and Additional Rent due and payable as of the date of such draw or request for disbursement, and (ii) if there has been a Delta Event of Default on or prior to the date of such draw, amounts due by Delta under this Agreement as a result of such Event of Default and IAT's exercise of remedies in respect thereof, but in all cases only to the extent not otherwise paid by Delta or due as a credit to Delta Rent pursuant to this Agreement as of the date of such draw or request for disbursement. Delta's obligation to cause a Letter of Credit to be issued, or to make a Cash Deposit, pursuant to this Section 16.04 shall cease (x) permanently on the date on which no Series 6 Bonds are outstanding, and (y) provided that no Holdback Trigger is then in effect, from the date on which Delta's Liquidity is in excess of the Liquidity Trigger for six (6) consecutive months as confirmed by (i) the Liquidity Reports (as defined below) for such six (6) consecutive month period and (ii) all Form 10-Q filings made by Delta with the SEC, or if not publicly available, as provided to the Bond Insurer, relating to such six (6) consecutive month period, subject to reinstatement on the next date on which Delta's Liquidity is below the Liquidity Trigger or if a Holdback Trigger is then in effect. If there are Series 6 Bonds outstanding, Delta agrees to provide to the Bond Insurer (i) monthly reports reflecting Delta's total Liquidity, within ten (10) Business Days following the end of each calendar month (each, a "**Liquidity Report**"), and (ii) Delta's annual and quarterly Forms 10-K and 10-Q filed with the SEC, which shall be provided within ten (10) Business Days following the filing thereof with the SEC. If there are Series 6 Bonds outstanding, the Bond Insurer shall be a third-party beneficiary of this Agreement with respect to this Section 16.04.

ARTICLE 17.
SUBLEASING AND ASSIGNMENT BY DELTA

Section 17.01. *Subleasing And Assignment By Delta.* (a) Except as otherwise provided in this Agreement, Delta shall not assign this Agreement, or sublease all of the Delta Premises or any portion thereof, to any other Person, without the prior written consent of IAT and the prior written consent of the Port Authority if and to the extent required under the Port/IAT Lease.

(b) Notwithstanding anything else in this Article 17 or elsewhere in this Agreement, no consent of IAT shall be required in the event of any sale, assignment or other transfer of this Agreement to any successor in interest of Delta which is or is to be a Scheduled Aircraft Operator, and with or into which Delta may merge or consolidate, or which may succeed to the assets of Delta or the major portion of its assets related to its air transportation business, but in any such event, such assignment shall not take effect before the assignee is approved and authorized by the Port Authority to operate as a Scheduled Aircraft Operator at the Airport, *provided, further that,* such successor entity or purchaser provides IAT with all reasonably requested information and executes and delivers to IAT documentation satisfactory to IAT assuming the obligations of Delta as if it were the original tenant hereunder, and *provided, further, that*, if required pursuant to the terms of the Port/IAT Lease, such transfer has been approved by the Port Authority.

(c) Notwithstanding anything else in this Article 17 or elsewhere in this Agreement, no consent of IAT shall be required with respect to any ATA Airline Sublease by Delta of any portion of the Delta Premises to a Delta Affiliate Carrier, *provided that*, IAT and/or the Port Authority may impose reasonable and non-discriminatory conditions on such use, such as requirements to furnish proof of insurance, and to pay fees required by the terms of the Port/IAT Lease, and to the extent IAT and/or the Port Authority are not currently under an indemnification arrangement with the applicable Delta Affiliate Carrier, IAT shall enter into operating agreements with such Delta Affiliate Carrier containing appropriate indemnification and insurance provisions for the benefit of IAT, and the Port Authority together with requirements for complying with the Terminal 4 Rules and Regulations. Delta shall be entitled to charge such fees and (subject to the proviso in the preceding sentence) determine the terms and conditions of such ATA Airline Subleases as Delta deems appropriate, and no portion of revenues derived from such ATA Airline Subleases shall be payable to IAT; *provided that*, and Delta hereby covenants and agrees that, in all instances the charges and fees, if any, charged by Delta to its ATA Airline Sublessees shall not exceed amounts that reasonably and fairly pass through the costs and expenses incurred by Delta under this Agreement in respect of such occupied space. Except as otherwise provided herein, no terminal fee or other charge shall be imposed by IAT on any Delta Affiliate Carrier for its use or occupancy of portions of the Delta Premises pursuant to this Section 17.01. In addition, if any Contract Carrier becomes a Delta Affiliate Carrier during the Term of this Agreement, Delta may, in its sole and absolute discretion, relocate such new Delta Affiliate Carrier to the Delta Gates; provided, however, notwithstanding any provision in this Agreement to the contrary, and in order to protect IAT's revenue stream from Contract Carriers, regardless of whether such new Delta Affiliate Carrier moves to the Delta Gates, the ATA Airline Sublease between IAT and such new Delta Affiliate Carrier shall remain in effect (and such new Delta Affiliate Carrier shall continue to pay IAT the rates and charges specified thereunder) until the earlier of (x) if the applicable ATA Airline

Sublease provides for early termination provisions, the date such Contract Carrier exercises such early termination provision in accordance with the terms of the applicable ATA Airline Sublease, or (y) expiration of the term of the applicable ATA Airline Sublease.

(d) No subleasing, assignment or other transfer of this Agreement or sale, assignment or other transfer of any or all of Delta's capital stock shall release Delta from its obligations under this Agreement, unless such release is expressly agreed to by IAT in its sole discretion, with the consent of the Port Authority if and to the extent required under the Port/IAT Lease, *provided that*, IAT shall agree to release Delta in the case of any sale, assignment or other transfer of this Agreement contemplated by Section 17.01(b) if the surviving or transferee corporation or other entity has a net worth equal to or in excess of the net worth of Delta at the time of such transaction.

(e) No provision of this Agreement, including the rights, benefits and easements granted in Article 2, is intended to or shall be interpreted as providing to Delta or its Sublessees or their respective officers, employees, passengers, customers, patrons, contractors, suppliers or invitees, any greater rights, benefits and easements than those granted to IAT under the Port/IAT Lease (or permitted under the Port Authority Consent to Sublease). Delta expressly acknowledges and agrees that all restrictions, limitations and prohibitions contained in the Port/IAT Lease and applicable to IAT and its Sublessees, and their respective officers, employees, passengers, customers, patrons, contractors, suppliers and invitees shall be equally applicable to Delta and its Sublessees, and their respective officers, employees, passengers, customers, patrons, contractors, suppliers and invitees. All rights, benefits and easements granted to Delta and its Sublessees, and their respective officers, employees, passengers, customers, patrons, contractors, suppliers and invitees in this Agreement are subject to any rights, benefits or easements reserved by, or granted by IAT to, the Port Authority under the Port/IAT Lease.

Section 17.02. *No Pledges, Assignments, Encumbrances, etc.* Except as otherwise expressly provided in this Agreement, Delta shall not pledge, assign, mortgage, hypothecate or otherwise encumber, or suffer to exist any liens in respect of, the Delta Premises or Delta's right, title and interest in, to and under this Agreement.

ARTICLE 18.
COLLATERAL ASSIGNMENT BY IAT; NON-DISTURBANCE BY TRUSTEE

Section 18.01. *Collateral Assignment by IAT; Recognition, Non-Disturbance, Attornment and Consent Agreement.* Delta understands and agrees that (i) IAT may pledge and assign to the Port Authority, as security for IAT's performance of its obligations due to (x) the Port Authority under the Port/IAT Lease and (y) the Trustee and the holders of the Terminal 4 Project Bonds under the Terminal 4 Project Bond Documents, and (ii) IAT and the Port Authority may pledge and assign to the Trustee, as security for all obligations due to the Trustee and the holders of the Terminal 4 Project Bonds under the Terminal 4 Project Bond Documents, all of their respective right, title and interest in, to and under this Agreement, and Delta hereby consents to such actions by IAT and the Port Authority, and to each of the Port Authority and the Trustee (or any nominee, transferee or assignee in connection with the exercise of remedies by the Trustee pursuant to any of the Terminal 4 Project Bond Documents) exercising IAT's rights and remedies and to perform IAT's obligations under this Agreement under the circumstances and to the extent provided in the relevant documents evidencing such pledges and assignments contemplated by this Section 18.01 and in the "Recognition, Non-Disturbance, Attornment and Consent Agreement" contemplated by the immediately succeeding sentence of this Section 18.01. In addition, IAT acknowledges and agrees to Delta entering into a form of "Recognition, Non-Disturbance, Attornment and Consent Agreement" substantially in the form attached hereto as Exhibit H-2 by and among the Trustee and Delta, concerning certain non-disturbance, attornment and other matters more fully set forth therein in respect of this Agreement.

ARTICLE 19.
TAXES

Section 19.01. *Delta Responsibility For Taxes.* Unless Delta is diligently contesting the same as provided below, Delta shall timely pay and timely file all returns and reports with respect to any and all taxes (present or future), assessments or similar governmental charges, including any and all income, gain, franchise, gross receipts, property, estate, inheritance, transfer or similar taxes, assessments or governmental charges, including any and all penalties, fines, interest or additions with respect thereto levied, imposed or assessed by any Governmental Authority (collectively "**Taxes**") against or upon Delta, its property or its activities in or on the Delta Premises or otherwise, including Taxes arising out of or connected with any and all transfers by Delta of its interest under this Agreement and any and all recordings and filings relating thereto (collectively "**Delta Taxes**").

Section 19.02. *IAT Responsibility For Taxes.* IAT shall comply with the applicable provisions of the Port/IAT Lease with respect to Taxes, subject to any waivers or modifications thereof granted by the Port Authority from time to time, subject to the terms of this Agreement.

Section 19.03. *Delta Tax Liens.* Delta shall take any and all action necessary to prevent the filing or recording by any Governmental Authority of a lien arising out of Delta's failure to file any return or report with respect to any Delta Tax or to pay any Delta Tax (a "**Delta Tax Lien**") against Delta's interest under this Agreement, the Delta Premises, Terminal 4 or the Airport. If a Delta Tax Lien is filed or recorded against Delta's interest under this Agreement, the Delta Premises, Terminal 4 or the Airport, Delta shall promptly (i) take any and all action necessary or reasonably requested by IAT or the Port Authority (x) to obtain a discharge of such Delta Tax Lien in its entirety or a release from such Delta Tax Lien of Delta's interest under this Agreement, the Delta Premises, Terminal 4 and/or the Airport (as the case may be) or (y) to prevent the foreclosure of such Delta Tax Lien against Delta's interest under this Agreement, the Delta Premises, Terminal 4 and/or the Airport (as the case may be), (ii) deliver a copy such release or discharge to IAT, (iii) file or record such discharge or release in such offices as are necessary to discharge or release such Delta Tax Lien of record, and (iv) take any further action and provide any further documents as IAT may reasonably request, but no bond or other security shall be required unless such Delta Tax Lien would have a material adverse effect on Delta or IAT. If Delta shall fail to take the action required under clause (i)(x) or (y) within 30 days, then, in addition to any other right or remedy of IAT under this Agreement or applicable Law, IAT shall have the right, but not the obligation, after giving not less than 30 Business Days' prior written notice to Delta, to bond such Delta Tax Lien or discharge the same by paying the amount claimed to be due, including fines, penalties, interest, costs or other expenses. Within 30 days after demand, Delta shall pay to IAT any amount so paid by IAT to bond or discharge any Delta Tax Lien (including reasonable attorneys' fees incurred by IAT to defend, bond or discharge such Delta Tax Lien), together with interest thereon (from the time paid by IAT to the time repaid by Delta) at a rate per annum equal to the Prime Rate plus 2% or the highest rate permitted under applicable Law (whichever is lower). Nothing in this Section 19.03 shall be deemed to release or relieve Delta from any of its obligations hereunder or to obligate IAT to pay or satisfy any Delta Tax Lien. Any such payment to be made by Delta to IAT shall be deemed to be Additional Rent.

ARTICLE 20.
INSURANCE

Section 20.01. *IAT Insurance.* Except as otherwise provided for in Section 20.02(b) with respect to certain construction work, IAT shall at all times during the Term, purchase, provide and maintain in effect, all insurance (including coverages, limits, insureds and endorsements) required pursuant to the Port/IAT Lease (but excluding the construction period insurance that was required of IAT during the original construction of Terminal 4 financed by the Series 6 Bonds) and the Series 8 Bond Documents (including insurance in connection with the construction of the Phase I IAT Project, which shall be purchased, provided and maintained by Delta in accordance with Section 20.02(b)), subject to any waivers or modifications thereof granted by the Port Authority from time to time if permitted by Section 5.01. In addition, IAT shall at all times during the term include coastal windstorm insurance having minimum limits of not less than $500,000,000, earthquake insurance having minimum limits of not less than $250,000,000 and flood hazard insurance having minimum limits of not less than $50,000,000. The cost of such insurance under this Section 20.01 shall be included in the ATA Permitted O&M Expenses to the extent not payable as Project Costs. IAT hereby waives any rights of subrogation IAT has, had, or may have against Delta to the extent such claims are covered by such insurance.

Section 20.02. *Property Insurance By Delta.* (a) Delta shall, at all times during the Term, purchase, provide and maintain in effect, in its own name as insured, insurance against all risks and hazards of physical loss and/or damage to Delta's trade fixtures, equipment and personal property (except its aircraft) located in or on the Delta Premises including personal property financed with the proceeds of Terminal 4 Project Bonds in an amount adequate to cover 100% of the replacement cost thereof, subject to commercially reasonable deductibles and exclusions, but in all cases in compliance with the requirements of the Port/IAT Lease and as otherwise required by the Port Authority. Such insurance shall be endorsed: (i) to include the Port Authority, the City, the Trustee and IAT as additional insureds, as their interests may appear; (ii) to provide that losses shall be adjusted with Delta and payable to Delta (provided that losses in respect of personal property financed with the proceeds of Terminal 4 Project Bonds shall be used to replace such personal property); (iii) to provide that the insurance coverage may only be canceled or materially altered in a manner adverse to the additional insureds after the insurer first provides at least 30 days' prior written notice to the additional insureds (10 days notice in the case of non-payment); and (iv) to waive any and all rights of subrogation against the additional insureds. Delta hereby waives any and all claims Delta has, had or may have against the additional insureds to the extent such claims are covered by such insurance.

(b) Delta shall, at all times during the Term when Delta or its Construction Contractors are performing any construction work in or on the Delta Space (including the installation of Delta's trade fixtures pursuant to Section 6.04 and any other construction or alteration work by Delta), either (x) purchase, provide and maintain in effect, in its own name as insured, builders' risk (all risk) completed value insurance covering such construction work in an amount adequate to cover 100% of the replacement cost of such construction work, or (y) at its option, cause its Construction Contractors to purchase, provide and maintain in effect such builders' risk insurance while they are performing such construction work. Such insurance shall comply in all respects, including coverages, limits, insureds and endorsements,

with the provisions of Section 38, parts I and IV and the other applicable provisions of the Port/IAT Lease and such other requirements of the Port Authority applicable during periods of construction by Delta or its Construction Contractors and all proceeds of such insurance shall be applied in accordance with the Port/IAT Lease and the Bond Documents. Such insurance shall be endorsed: (i) to include the Port Authority, the City, the Trustee, IAT and the contractors and subcontractors as additional insureds, as their interests may appear; (ii) to provide that losses shall be adjusted with and payable to Delta (as provided in this Section 20.02); (iii) to provide that the insurance coverage may only be canceled or materially altered in a manner adverse to the additional insureds after the insurer first provides at least 30 days' prior written notice to the additional insureds (10 days for cancellation for non-payment); and (iv) to waive any and all rights of subrogation against the additional insureds. Delta hereby waives any and all claims Delta has, had or may have against the additional insureds to the extent such claims are covered by such insurance.

Section 20.03. *Additional Insureds.* All policies of insurance to be carried by Delta herein shall be in a form and with a company or companies reasonably satisfactory to IAT and, except for the property insurance coverage, workers' compensation and employers' liability insurance, shall name IAT, JFK IAT Member, Schiphol USA Inc., the Trustee, the Port Authority and the City as additional insureds and shall provide that such policies may not be materially changed, altered, or canceled by the insurer during their term without first giving at least thirty (30) days' notice to IAT (10 days for non-payment) and without giving IAT thirty (30) days to cure any defaults by Delta (10 days for non-payment). In addition, if available at no additional cost, all policies of insurance shall contain a "Breach of Warranty" endorsement or otherwise provide that a breach of any warranty by Delta to the insurance company shall not cancel the insurance coverage of IAT, the Trustee or the Port Authority.

Section 20.04. *Commercial Liability Insurance By Delta.* Delta shall, at all times during the Term, purchase, provide and maintain in effect, in its own name as insured, commercial liability insurance covering property damage liability, bodily injury (including death) liability, personal injury liability, liquor liability, contractual liability, premises liability, products and completed operations liability, hangar keepers liability, baggage liability, cargo liability, mail liability, excess automobile liability, and including excess employers liability in respect of the Delta's operations and activities at Terminal 4, and including legal liability arising out of Delta's operations of vehicles (licensed and unlicensed) on the Airport having minimum limits as follows, but in all cases in compliance with the requirements of the Port/IAT Lease and as otherwise required by the Port Authority: (A) for commercial general liability insurance $100,000,000, combined single limit for any one occurrence and in an annual aggregate; (B) for automobile liability $25,000,000, combined single limit for any one occurrence and in an annual aggregate; (C) for baggage, cargo and mail liability $10,000,000, combined single limit for any one occurrence and in an annual aggregate; (D) for excess employers liability $25,000,000 for any one occurrence; and (E) including an extended coverage endorsement (aviation liabilities) AVN52C or equivalent having minimum limits (1) for aircraft with fewer than 250 passenger seats a combined single limit of $500,000,000 for any one occurrence and in the annual aggregate, and (2) for aircraft with 250 seats or more a combined single limit of $750,000,000 for any one occurrence and in the annual aggregate. Such insurance shall comply in all respects, including coverages, limits, insureds, additional insureds and endorsements with the provisions of the Port/IAT Lease, subject to commercially reasonable deductibles and exclusions. Such

insurance shall be endorsed: (i) to include the Port Authority, IAT, and the City as additional insureds; (ii) to provide that the insurance shall be primary insurance and without any right of contribution from any other insurance carried by any additional insureds; (iii) to provide that the insurance shall respond as though a separate policy has been issued to each insured, *provided that*, this requirement shall not act to increase an insurer's limits of liability as set forth in such insurance; (iv) to provide the insurance coverage afforded to any additional insured shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any other person or party which results in a breach of any term, condition or warranty of the policy, *provided that*, such additional insured has not caused, contributed to or knowingly condoned such act or omission; and (v) to provide that the insurance coverage may only be canceled or materially altered in a manner adverse to the additional insureds after the insurer first provides at least 30 days' (seven days' or less as may be customarily available in the event of war and allied perils and 10 days for cancellation for non-payment) prior written notice to the additional insureds.

Section 20.05. *OCIP*. If an owner controlled insurance program ("**OCIP**") is created by Delta for the Phase I IAT Project Construction Period, the coverage requirements specified in this Article 20 for Delta or its respective Construction Contractors, architects and other consultants shall be deemed satisfied if such coverage is provided through such OCIP. During the performance of the Phase I IAT Project, Delta may provide for commercial general liability insurance in connection with the performance of the Phase I IAT Project by requiring each Construction Contractor engaged by Delta for the completion of the Phase I IAT Project to participate in the OCIP, or by requiring each such Construction Contractor to procure and maintain commercial general liability insurance including contractual liability insurance in accordance with the terms hereof, including, without limitation, Section 20.02; *provided that*, for subcontractors not covered by the OCIP, the required commercial general liability coverage shall be not less than $5,000,000, or such greater amount as may be reasonably required by IAT.

Section 20.06. *Certificates Of Insurance*. Each of IAT and Delta shall deliver to the other party hereto certificates of insurance or reinsurance (if applicable), evidencing the insurance coverage required to be maintained or obtained, or caused to be maintained or obtained by it under this Article 20 (i) within five Business Days after the Effective Date or, if not required to be in effect on the Effective Date, within five Business Days after such insurance has been obtained, and, thereafter, prior to the expiration of any applicable policy of insurance or reinsurance; and (ii) with respect to certificates relating to its contractors and subcontractors insurance, within five Business Days after commencement of the relevant contracts and subcontracts (or within five Business Days after the Effective Date if the same are in effect on the Effective Date, or, if not required to be in effect on the Effective Date, within five Business Days after such insurance has been obtained), and, thereafter, prior to the expiration of the applicable policies of insurance or reinsurance. Further, the certificate of insurance shall note and the liability Policy(ies) shall be endorsed to state that: "The insurance carrier(s) shall not, without obtaining the express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority."

Section 20.07. *Other Insurance By Delta.* Delta shall, at all times during the Term, purchase, provide and maintain in effect in its own name as insured, workers' compensation and employers' liability insurance with respect to Delta's activities or as may be required by the Port/IAT Lease or as otherwise required by the Port Authority.

Section 20.08. *Additional Coverage.* If the Port Authority requires IAT and its sublessees to carry additional property insurance, liability insurance or any other insurance of any kind, whether pursuant to the Port/IAT Lease or otherwise, IAT shall promptly (A) comply with any such requirement made by the Port Authority, and (B) if applicable, deliver to Delta notice of any such requirement made by the Port Authority that requires Delta to comply therewith (accompanied by a copy of the Port Authority's notice or other communication making such requirement). Upon Delta's receipt of such notice from IAT of any such requirement made by the Port Authority that requires Delta to comply therewith, Delta shall promptly comply with such requirement made by the Port Authority.

Section 20.09. *Notices.* Not later than 10 days after receipt of written notice from any insurer or insurance broker of cancellation or reduction in coverage of any insurance policy required to be maintained by IAT or Delta, such party shall deliver to the other party hereto new certificates of insurance, new certificates of reinsurance (if applicable), a rescission of such notice of cancellation, or other evidence that the required insurance remains in effect and, if requested by the other party, evidence of the payment of the premiums for such insurance, all reasonably satisfactory to the other party.

Section 20.10. *Right To Purchase Insurance.* If at any time Delta shall fail to obtain or maintain or cause to be obtained or maintained in effect the insurance required under this Article 20 or to pay the premiums for any such insurance, then IAT in addition to any other right or remedy of IAT under this Agreement or applicable Law, shall have the right, but not the obligation, after giving not less than 10 days' prior written notice to Delta, to provide for such insurance and/or pay the premiums therefor. Within 30 days after demand, Delta shall pay to IAT any amount paid by IAT to provide for such insurance and/or pay such premiums (including reasonable attorneys' fees incurred in connection therewith), together with interest thereon (from the time paid by IAT to the time repaid by IAT) at the rate per annum equal to the Prime Rate plus 2% or the highest rate permitted under applicable Law (whichever is lower). Any such payment to be made by Delta to IAT shall be deemed Additional Rent. Nothing in this Section 20.10 shall be deemed to release or relieve Delta from any of its obligations hereunder, or to obligate IAT to provide any insurance or to pay any premium that Delta is required to provide or pay under this Article 20.

ARTICLE 21.
DAMAGE OR DESTRUCTION

Section 21.01. *Notice And Protection.* If any damage or destruction, by fire or other casualty, of any part of Terminal 4 occurs, Delta and IAT, as applicable, shall promptly notify the other upon becoming aware thereof. If the damage or destruction is to the Delta Space, Delta shall take such action as is reasonably necessary to secure the Delta Space pending IAT's arrival in response to Delta's notice. Following any event of damage or destruction to any part of Terminal 4 (including the Delta Space), by fire or other casualty, IAT shall promptly take such action as IAT deems necessary and appropriate to protect Terminal 4 (including the Delta Space) against personal injury therein and further property damage and to allow operations in Terminal 4 (including the Delta Space) to continue with minimal interruption given the damage or destruction.

Section 21.02. *Insurance Proceeds.* (a) In the event of any damage or destruction of any part of Terminal 4 (including any part of the Delta Space) by fire or other casualty, IAT shall promptly make claim and proof of loss under its property insurance. IAT shall use diligent efforts to adjust and settle such loss under such property insurance in accordance with the provisions of the Port/IAT Lease. Delta shall cooperate with IAT's efforts to adjust and settle such loss under such property insurance.

(b) If IAT consents, in IAT's sole discretion, to Delta's performance of any repair or restoration work with respect to any damaged or destroyed portion of Terminal 4 pursuant to Section 21.03(b) below, and Delta undertakes the performance of such repair or restoration work subject to the following sentence, IAT shall promptly pay and assign directly to Delta (as and when received by IAT from the insurer or the Port Authority) all insurance proceeds with respect to such damage or destruction relating to such repair or restoration, including proceeds received from or disbursed by the Port Authority as provided in Section 38, Part I, subsection (c) of the Port/IAT Lease. If any such damage or destruction affects multiple portions of Terminal 4, IAT shall expend the insurance proceeds with respect to such damage or destruction on repair and restoration of such portions of Terminal 4 in proportion to the actual costs to repair and restore the damage and destruction of each such portion of Terminal 4.

Section 21.03. *Restoration.* (a) In the event of any damage or destruction, by fire or other casualty, of any part of Terminal 4, IAT shall be obligated to use commercially reasonable efforts to commence and diligently pursue to completion the repair and restoration of the applicable portion or portions of Terminal 4 as expeditiously as possible so as to minimize the time that the damaged portions of Terminal 4 are out of service, in accordance with the as-built plans and specifications, as modified in accordance with the provisions of Article 12.

(b) If Delta wishes to perform any repair or restoration work with respect to any damaged or destroyed portion of Terminal 4, including the Delta Space (other than Delta's trade fixtures, equipment and other personal property), Delta shall promptly notify IAT thereof and Delta and IAT shall use commercially reasonable efforts to determine whether Delta will perform such repair or restoration work. If IAT consents, in IAT's sole discretion, to Delta's performance of any repair or restoration work with respect to any damaged or destroyed

portion of Terminal 4, Delta shall commence and diligently pursue to completion such repair and restoration as expeditiously as possible so as to minimize the time that the damaged portions of the Delta Space are out of service in accordance with the as-built plans and specifications, as modified in accordance with the provisions of Article 12.

(c) Notwithstanding any provision herein to the contrary, both parties agree that all property insurance proceeds hereunder shall be expended for the costs of restoration and building at Terminal 4 and on the Terminal 4 Site and that the obligations contained herein to repair or restore shall be limited to the amount of the insurance proceeds made available for such purposes, *provided that*, IAT or Delta has carried insurance to the extent required by and in accordance with Article 20 hereof. IAT and Delta agree that any shortfalls in the insurance proceeds available for the cost of such restoration or building of Terminal 4 resulting from either party's failure to obtain and maintain required insurance, unless a party's failure to obtain and maintain such insurance is reasonably attributable to the other party's failure to pay amounts due to such party under this Agreement, shall be the responsibility of, and shall be promptly paid by, the party or parties (on a pro-rata basis) who failed to obtain and maintain the required insurance, up to the amount of any insurance proceeds that would have been available if required insurance was obtained and maintained by such party or parties.

Section 21.04. *Delta's Insurance.* In the event of any damage or destruction, by fire or other casualty, of any portion of Terminal 4 for which Delta has maintained property insurance, whether pursuant to Article 20 of this Agreement or otherwise, Delta shall promptly make claim and proof of loss under such property insurance and use diligent efforts to adjust and settle such loss under such property insurance. IAT shall cooperate with Delta's efforts to adjust and settle such loss under such property insurance. Delta shall promptly commence and diligently pursue to completion repair and restoration of Delta's trade fixtures, equipment and other personal property of Delta in accordance with the as-built plans and specifications, as modified in accordance with the provisions of Article 12.

Section 21.05. *No Liability.* Neither IAT nor Delta shall have any liability to the other party arising out of or connected with the damage or destruction of any part of Terminal 4 or the other party's personal property situated on or at Terminal 4 to the extent such damage or destruction is covered by the property insurance maintained by the other party or if the other party fails to maintain such property insurance, could have been covered by such property insurance, unless a party's failure to obtain and maintain required insurance is reasonably attributable to the other party's failure to pay amounts due under this Agreement.

Section 21.06. *Relocation.* In the event any damage or destruction of any part of the Delta Premises renders such part of the Delta Premises unusable by Delta for its intended purpose (as determined reasonably by Delta), pending completion of the repair and restoration of the damage or destruction, IAT shall use commercially reasonable efforts to relocate Delta to other space within Terminal 4, if such space is available to and usable by Delta. To the extent other space within Terminal 4 usable by Delta is not available, IAT shall not have the obligation to relocate Delta to other space. The determination of availability of other space shall be made reasonably by IAT and the determination of usability shall be made reasonably by Delta. To the extent relocation is not effected, from the date of the damage or destruction to the date of completion of the repair and restoration, the Delta Rent shall be fairly and equitably reduced and

recalculated as determined in good faith among Delta and IAT, to the extent of the part of the Delta Premises that is temporarily out of service including appropriate adjustments to the extent ATA Permitted O&M Expenses are actually reduced during such period for the Delta Premises.

Section 21.07. *Express Agreement Governing Damage or Destruction.* The provisions of this Article 21 shall be considered an express agreement governing any case of damage to or destruction of, or any part of, Terminal 4 or the Delta Premises, by fire or other casualty, and Section 227 of the Real Property Law of the State of New York providing for such a contingency in the absence of express agreement, and any other law of like import now or hereafter in force, shall have no application in such case.

Section 21.08. *Application of Certain Insurance Proceeds.* Notwithstanding anything herein to the contrary, the proceeds of all policies covered by Section 38, Part I, of the Port/IAT Lease shall be applied with respect to the Premises as provided in Section 39 of the Port/IAT Lease.

ARTICLE 22.
CONDEMNATION

Section 22.01. *Damages.* Other than as described in Section 22.03, if, during the Term, pursuant to an acquisition pursuant to condemnation or the exercise of the power of eminent domain by any Governmental Authority or the Port Authority or in the event of a conveyance in lieu thereof (collectively referred to as a **"Taking"**) the entire Terminal 4 is taken, this Agreement shall terminate as of the date possession shall be taken by such authority and all Rent allocable to the Delta Premises shall cease as of that date. All sums received or recovered by either IAT or Delta or any other person (after deduction for reasonable expenses incurred in such Taking) as a result of such Taking shall be applied and paid in the following order of precedence:

(i) To the retirement of the Terminal 4 Project Bonds, including all accrued interest and premium payments, if any, thereon;

(ii) To Delta, a pro rata portion of the remaining proceeds of the Taking calculated based on the Delta Space in comparison to the total useable area of the building located on Terminal 4 in respect of the loss of Delta's leasehold interest; and

(iii) To IAT, the balance of all sums so recovered.

Section 22.02. *Proceedings.* Without limiting anything set forth in Section 22.01, as between IAT and Delta, and only to the extent of IAT's rights under the Port/IAT Lease, IAT hereby consents to Delta appearing as an interested or aggrieved party at any condemnation or eminent domain proceeding relating to a proposed Taking, filing a claim in connection therewith, or participating as an interested or aggrieved party in any hearing, proceeding, trial or appeal related to a Taking.

Section 22.03. *Extinguishment Of Interest In Terminal 4.* In the event that pursuant to Section 34(b)(i) or (iv) of the Port/IAT Lease, the Port Authority shall have purchased IAT's entire interest thereunder, this Agreement shall automatically terminate as of the effective date of the purchase by the Port Authority of IAT's entire interest under the Port/IAT Lease and IAT shall pay to Delta a pro rata portion of any amount IAT receives from the Port Authority in excess of amounts applied to the retirement of the Terminal 4 Project Bonds, such pro rata portion calculated based on the Delta Space in comparison to the total useable area of the building located on Terminal 4 in respect of the loss of Delta's leasehold interest. In the event of such termination, Delta shall be released from liability from and after the date of such termination for any obligations under this Agreement, other than those obligations that are specifically stated herein to survive the termination of this Agreement. IAT shall not exercise any right it has to terminate the Port/IAT Lease pursuant to Section 34(b)(iv) thereof without the prior approval of Delta. In the event that the Port Authority shall not have purchased IAT's interests under the Port/IAT Lease as described in Article 34 thereof and IAT shall have a right to negotiate directly with any Governmental Authority regarding the condemnation award, Delta shall have a right to participate in any such proceedings and, in addition, shall have the right to initiate negotiations with such Governmental Authority. In the event that any other Governmental Authority acquires any interest in Terminal 4 by condemnation or the exercise of the power of eminent domain and such acquisition renders space at Terminal 4 unavailable to

IAT for Delta's occupancy and use consistent with the terms and conditions of this Agreement, then, to the extent that Delta has an interest in such interest in Terminal 4 under and pursuant to this Agreement, whether that interest be a leasehold interest in the Delta Premises, the right to use in common with others Common Space or any other interest or right in Terminal 4, any and all of Delta's rights or leasehold interests granted with respect to such interest in Terminal 4 actually taken shall terminate at the time title to the property actually taken transfers to the acquiring Governmental Authority. With the exception of those items that survive the expiration or termination of this Agreement as specifically provided in this Agreement, upon any termination of this Agreement as described above, all obligations, duties and privileges of Delta and IAT with respect to only such interest actually taken arising out of and created by this Agreement, except Delta's obligation to pay rent, which shall be adjusted only as provided in Section 22.04 and Section 22.05, shall terminate at such time. The remainder of this Agreement and the rights, duties, obligations, covenants, agreements, representations, warranties and provisions of IAT and Delta and other provisions of this Agreement shall remain in full force and effect. IAT shall pay no fee or other amount in the nature of damages or other compensation whatsoever to Delta in the event of the lawful acquisition by condemnation or the exercise of the power of eminent domain in any interest in Terminal 4. Prior to the time title transfers to the acquiring authority, Delta and IAT shall reasonably determine a schedule for Delta to vacate the affected portion of Terminal 4 to be taken by the acquiring authority.

Section 22.04. *Restoration; Relocation; Adjustment To Rent.* (a) In the event of a Taking which takes, in part or in whole, Delta's interest in the Delta Space or the Common Space and does not result in a termination of this Agreement, IAT shall repair, rebuild and restore Terminal 4 as nearly as possible to its condition immediately prior to such condemnation or exercise of the power of eminent domain.

(b) The obligations contained herein to repair, rebuild and restore shall be conditioned upon, and limited to, the amount of funds available for such purpose from the proceeds of such Taking. IAT shall use reasonable efforts to relocate Delta to other space within Terminal 4, if space is available to and usable by Delta. To the extent other space usable by Delta is not available, IAT shall not have the obligation to relocate Delta to other space. The determination of the availability shall be made reasonably by IAT and the determination of usability shall be determined reasonably by Delta. To the extent such relocation is not effected (and pending any such restoration, to the extent such relocation is not yet effected) the Delta Rent shall be fairly and equitably reduced and recalculated as determined in good faith among Delta and IAT, based on the portion of the Delta Premises that was not lost pursuant to the Taking or that has been replaced, including appropriate adjustments to the extent ATA Permitted O&M Expenses are actually reduced during such period for the Delta Premises. If all or substantially all of the Delta Space as contemplated under Article II cannot be used by Delta for its intended purposes as a result of a Taking, and Delta cannot be relocated to other space within Terminal 4 which is substantially consistent (in capacity and use) with the Delta Premises so taken, Delta may, at its option, terminate this Agreement effective on the date of Taking upon notice to IAT delivered within ten (10) days after the Taking. If this Agreement is so terminated by Delta, that portion, if any, of the net proceeds (after payment of the Terminal 4 Project Bonds) of the damages awarded in respect of Delta's leasehold interest in the Delta Premises shall be distributed to Delta.

Section 22.05. *Payment Of Awards.* In the event of a Taking, any and all awards or damages or other payments paid or payable to IAT or Delta as a result of condemnation or the exercise of the power of eminent domain shall be applied to the retirement of the Terminal 4 Project Bonds if and to the extent required by the Terminal 4 Project Bond Documents. Upon such retirement of the Terminal 4 Project Bonds, and taking into consideration any reduction in the Delta Space, the Delta Rent shall be fairly and equitably reduced and recalculated as determined in good faith among Delta and IAT, including appropriate adjustments to the extent ATA Permitted O&M Expenses are actually reduced for the Delta Premises.

Section 22.06. *Sale In Lieu Of Condemnation.* IAT shall not sell, assign, or otherwise transfer, (or agree to do so) any interest in Terminal 4 to any Governmental Authority or the Port Authority in lieu of or anticipation of any condemnation or exercise of the power of eminent domain without the consent of Delta. Any such sale, assignment or other transfer (or agreement to do so) in lieu or anticipation of any condemnation or exercise of the power of eminent domain shall be treated as a condemnation or exercise of the power of the eminent domain under this Article 22.

ARTICLE 23.
TEMPORARY SUSPENSION OF UTILITIES

Section 23.01. *Temporary Suspension Of Utilities.* The failure, delay or interruption in supplying any utilities in accordance with the provisions of this Agreement, (i) shall not be construed to be an eviction of Delta or entitle Delta to terminate this Agreement, (ii) shall not entitle Delta to offset, reduce, abate or otherwise not pay in full any amount due hereunder as the same shall become due, and (iii) shall not (unless resulting from the gross negligence or willful failure of IAT) be grounds for any claim against IAT by Delta for damages, whether direct, consequential or otherwise, *provided that* IAT is diligently pursuing in a commercially reasonable manner all viable remedies available to IAT or otherwise permitted under the Port/IAT Lease to remedy such failure, delay or interruption in supplying any utilities in accordance with the provisions of this Agreement as soon as is reasonably practicable. IAT agrees to use commercially reasonable efforts to pursue any remedies (in consultation with Delta) available to IAT or otherwise permitted under the Port/IAT Lease to remedy such suspension of utilities as soon as is reasonably practicable.

Section 23.02. Limitations on IAT's Obligation to Supply Electricity. IAT shall not be obligated to supply any electricity in connection with the Delta Premises while an Event of Default has occurred as a result of Delta's failure to pay for electricity provided to the Delta Premises.

ARTICLE 24.
INDEMNIFICATION

Section 24.01. *Indemnification By Delta.* Delta shall defend, indemnify and hold harmless IAT, its members and their respective shareholders, members, directors, officers, employees, agents, representatives, subsidiaries, parents and Affiliates (collectively, the "**IAT Parties**") against any and all claims, demands, damages, liabilities, obligations, awards, fines, judgments, injuries, suits, causes of action, proceedings, obligations, costs and expenses (including reasonable attorneys' fees and costs, expenses or disbursements incurred in defending against the foregoing) (collectively, "**Damages**") incurred, arising out of or connected in any way to (i) the design, construction and completion of the Phase I IAT Project and the Terminal 2-4 Connector and any other construction at Terminal 4 from time to time that may be undertaken by Delta or for which Delta is primarily responsible, (ii) the use or occupancy of Terminal 4 by Delta, Delta's Sublessees or others with the consent of Delta, including Delta's and Delta's Sublessees' passengers, employees and other invitees except the IAT Users, (iii) the acts, omissions, negligence, gross negligence, recklessness, malice or willful misconduct of Delta or Delta's Sublessees or their respective directors, officers, employees, agents, representatives, contractors, passengers and invitees, and others using the Delta Space with the consent of Delta, except the IAT Users (collectively, "**Delta Users**") in, on or at Terminal 4, (iv) Delta's breach of, or failure to perform, any term, condition, agreement, promise, provision, covenant, representation or warranty set forth in this Agreement, and (v) a Transfer by Delta of any membership interest it may have in JFK IAT Member that results in an event of default under the Port/IAT Lease. Notwithstanding anything to the contrary in this Section, nothing in this Section shall require Delta to defend, indemnify and hold harmless any IAT Party with respect to, and this Section shall not apply to, (A) Damages or claims for Damages to the extent the same arise out of the gross negligence or willful misconduct of any IAT Party or its contractors, passengers or invitees, or (B) Damages or claims for Damages with respect to any Assumed Environmental Damages, any Release, Hazardous Substance, other environmental condition, or any environmental obligation, which shall be governed exclusively by Article 34. This Section 24.01 shall survive the expiration or termination of this Agreement with respect to occurrences during the Term.

Section 24.02. *Indemnification By IAT.* IAT shall defend, indemnify and hold harmless Delta and its shareholders, directors, officers, employees, agents, representatives, subsidiaries, parents and Affiliates (collectively, the "**Delta Parties**") against any Damages incurred, arising out of or connected in any way to: (i) the use and occupancy of the Delta Premises by IAT or others with the consent of IAT including the IAT Parties' employees and other invitees, except the Delta Users and Contract Carriers which have executed a license agreement as described in Section 13.01(b)(v), (ii) the acts, omissions, negligence, gross negligence, recklessness, malice or willful misconduct of the IAT Parties, IAT's Direct or Indirect Owners (other than Delta), or their respective directors, officers, employees, agents, representatives, contractors, passengers and invitees, and others using Terminal 4 with the consent of the IAT Parties, except the Delta Users and Contract Carriers which have executed a license agreement as described in Section 13.01(b)(v) (collectively, "**IAT Users**") in, on or at Terminal 4, or (iii) IAT's breach of, or failure to perform, any term, condition, agreement, promise, provision, covenant, representation or warranty set forth in this Agreement. Notwithstanding anything to the contrary in this Section, nothing in this Section shall require IAT to defend, indemnify and hold harmless

any Delta Party with respect to, and this Section shall not apply to, (A) Damages or claims for Damages to the extent the same arise out of the gross negligence or willful misconduct of any Delta Party or its contractors, passengers or invitees, or (B) Damages or claims for Damages with respect to any Excluded Environmental Damages, any Release, Hazardous Substance, other environmental condition, or any environmental obligation, which shall be governed exclusively by Article 34. This Section 24.02 shall survive the expiration or termination of this Agreement with respect to occurrences during the Term.

Section 24.03. *Procedures for Third Party Claims.* (a) In the event that any IAT Party or Delta Party (an "**Indemnified Party**") receives notice of the assertion of any claim for Damages or of the commencement of any action or proceeding for Damages, in any case by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement (a "**Third Party Claim**") against such Indemnified Party, with respect to which a party to this Agreement is or may be required to provide indemnification under this Agreement (an "**Indemnifying Party**"), the Indemnified Party shall give written notice to the Indemnifying Party as promptly as practicable after becoming aware of such Third Party Claim. Subject to Section 24.03(e), the Indemnifying Party shall have the right, upon written notice to the Indemnified Party (the "**Defense Notice**") within ten (10) days after receipt from the Indemnified Party of notice of such claim, specifying the counsel the Indemnifying Party shall appoint to defend such Third Party Claim ("**Defense Counsel**"), to conduct at its expense the defense against such Third Party Claim in its own name, or if necessary, in the name of the Indemnified Party, *provided, that*, the Indemnified Party shall have the right to approve the Defense Counsel, and in the event the Indemnifying Party and the Indemnified Party cannot agree upon such counsel within five (5) days after the Defense Notice is provided, then the Indemnifying Party shall propose an alternate Defense Counsel, which shall be subject again to the Indemnified Party's approval. The Indemnifying Party shall be liable for the reasonable fees and expenses of counsel employed by the Indemnified Party for any period during which the Indemnifying Party has not assumed the defense of any such Third Party Claim in accordance with this Section 24.03(a) for which it is ultimately found liable for such indemnification obligation.

(b) In the event that the Indemnifying Party shall fail to give the Defense Notice, it shall be deemed to have elected not to conduct the defense of the subject claim, and in such event the Indemnified Party shall have the right to conduct such defense and to compromise and settle the Third Party Claim without the prior consent of the Indemnifying Party and the Indemnifying Party shall be liable for all costs, expenses, settlement amounts or other Damages paid or incurred in connection therewith for which it is ultimately found liable for such indemnification obligation.

(c) In the event that the Indemnifying Party delivers a Defense Notice and thereby elects to conduct the defense of the subject Third Party Claim, the Indemnifying Party shall have the right to conduct such defense and, except as provided in Section 24.03(d), to settle the Third Party Claim without the prior consent of the Indemnified Party. The Indemnified Party shall cooperate with and make available to the Indemnifying Party such assistance and materials as the Indemnifying Party may reasonably request, all at the expense of the Indemnifying Party, and the Indemnified Party shall have the right at its expense to participate in the defense assisted by counsel of its own choosing (at no cost or expense of the

Indemnifying Party), *provided that*, the Indemnified Party shall have the right to compromise and settle the Third Party Claim only with the prior written consent of the Indemnifying Party.

(d) The foregoing notwithstanding, no Indemnifying Party shall consent to the entry of any judgment or enter into any settlement without the prior written consent of the Indemnified Party (i) if such judgment or settlement does not include as an unconditional term thereof the giving by each claimant or plaintiff to each Indemnified Party which is subject to the applicable claim, or a party to the applicable action or proceeding, of a release from all liability in respect to such claim; (ii) if such judgment or settlement would result in the finding or admission of any violation of law against an Indemnified Party; or (iii) if as a result of such consent or settlement, injunctive or other equitable relief would be imposed against the Indemnified Party or such judgment or settlement would materially interfere with or adversely affect the business, operations or assets of the Indemnified Party.

(e) Notwithstanding anything to the contrary contained herein, the Indemnifying Party shall not be entitled to control, and the Indemnified Party shall be entitled to have sole control over, the defense or settlement of any Third Party Claim (and the cost of such defense and any Damages with respect to such Third Party Claim shall constitute an amount for which the Indemnified Party is entitled to indemnification hereunder) if (i) the Third Party Claim is with respect to a criminal proceeding, action, indictment, allegation or investigation; (ii) the Indemnifying Party has failed or is failing to vigorously prosecute or defend such Third Party Claim; or (ii) the Third Party Claim seeks an injunction or other equitable relief against the Indemnified Party.

(f) Any judgment entered or settlement agreed upon in the manner provided herein shall be binding upon the Indemnifying Party, and shall conclusively be deemed to be an obligation with respect to which the Indemnified Party is entitled to prompt indemnification hereunder.

Section 24.04. *Procedures for Direct Claims*. In the event any Indemnified Party should have a claim for indemnification against any Indemnifying Party that does not involve a Third Party Claim, the Indemnified Party shall deliver notice of such claim with reasonable promptness to the Indemnifying Party. The failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability that it may have to such Indemnified Party with respect to any claim made pursuant to this Section 24.04. The Indemnifying Party shall pay the undisputed amount of such claim (or undisputed portion thereof) and, upon final determination that such Indemnifying Party is liable for the disputed amount, shall promptly reimburse the Indemnified Party for such amount.

ARTICLE 25.
SURRENDER; HOLDING OVER

Section 25.01. *Surrender.* Delta shall peaceably vacate and deliver to IAT possession of the Delta Premises in reasonable condition, reasonable wear and tear excepted, on or before the Expiration Date or Termination Date, as applicable, or at such time as IAT exercises its right to reenter the Delta Premises pursuant to Section 26.05(c) or otherwise under applicable Law. If Delta fails to peacefully vacate and deliver to IAT possession of the Delta Premises as aforesaid, Delta shall be liable for any and all reasonable costs and expenses, including reasonable attorneys' fees and disbursements, incurred by IAT to enter and evict Delta from the Delta Premises, which amounts Delta shall pay to IAT within 10 Business Days after receipt of an invoice therefor (itemized in reasonable detail). If Delta shall fail to pay such amounts within such time, Delta shall also pay interest on such amounts (from the date paid by IAT to the date repaid by Delta) at the rate per annum equal to the Prime Rate plus 2% (but not in excess of the highest rate permitted under applicable Law).

Section 25.02. *Holdover Rent.* If Delta fails to surrender the Delta Premises to IAT immediately at the expiration or termination of this Agreement, Delta shall be deemed a holdover occupant, and IAT shall, in addition to any other rights or remedies available to it under this Agreement or applicable Law, have the right to charge Delta for each day during the period of its holdover occupancy the amount that Delta paid as Rent during the immediately preceding 12 calendar months divided by 365, subject to any appropriate adjustments reasonably determined by IAT. Delta shall pay such amounts on the same basis as set forth in this Agreement for the periods prior to such holdover occupancy. Acceptance by IAT of such amounts shall not renew this Agreement for any period of time. Any rights or remedies provided to IAT under this Article 25 shall be cumulative and not in lieu or exclusive of any other rights or remedies available to IAT under this Agreement or applicable Law. During any time that Delta is a holdover occupant, all of the provisions of this Agreement shall continue in full force and effect. If Delta becomes a holdover occupant, Delta shall give IAT not less than 30 days' prior written notice of the date Delta shall vacate and surrender the Delta Premises to IAT. Notwithstanding anything to the contrary herein, if Delta is a holdover occupant, IAT shall have the right to reenter any portion of the Delta Premises that Delta occupies as a holdover occupant and take possession thereof to the extent permitted under applicable Law, or to commence an action, suit or other proceeding for ejectment of Delta under applicable Law, or to exercise any other right or remedy available to it under this Agreement or applicable Law.

Section 25.03. *Removal Of Property And Signage.* (a) Subject to the provisions of Section 6.05, upon the expiration or termination of this Agreement, Delta shall remove any and all of its trade fixtures and personal property from the Delta Premises and repair any damage caused by such removal. If Delta fails to remove any of its trade fixtures or personal property on or before the Expiration Date or Termination Date, as applicable, IAT may, at Delta's sole cost and expense, remove Delta's trade fixtures and personal property from the Delta Premises and repair any damage caused by such removal, and Delta shall be liable for any and all reasonable costs and expenses, incurred by IAT to remove such trade fixture and personal property from the Delta Premises and repair any damage caused by such removal, which amounts Delta shall pay to IAT within 45 days after receipt of an invoice therefor (itemized in reasonable detail). If Delta shall fail to pay such amounts within such time, Delta shall also pay interest on such amounts

(from the date paid by IAT to the date repaid by Delta) at the rate per annum equal to the Prime Rate plus 2% (but not in excess of the highest rate permitted under applicable Law).

(b) Upon the expiration or termination of this Agreement, upon IAT's request, Delta shall remove its signage as required by this Agreement and repair any damage caused by such removal. If Delta fails to remove any signage when so required as aforesaid, IAT may, at Delta's sole cost and expense, remove Delta's signage and repair any damage caused by such removal and Delta shall reimburse and pay IAT the total cost or expense incurred by IAT thereby within 45 days of the delivery of IAT's invoice (itemized in reasonable detail). If Delta shall fail to pay such amounts within such time, Delta shall also pay interest on such amounts (from the date paid by IAT to the date repaid by Delta) at the rate per annum equal to the Prime Rate plus 2% (but not in excess of the highest rate permitted under applicable Law).

(c) In addition to the provisions of Section 6.05 and the foregoing provisions of this Section 25.03, Delta shall install suitable replacements for any trade fixtures and personal property not owned by Delta in accordance with the provisions of this Agreement that Delta removes from the Delta Premises. Furthermore, notwithstanding any of the foregoing provisions of this Section 25.03, if Delta shall fail to remove any trade fixtures or personal property owned by Delta no later than the termination or expiration of this Agreement, IAT may dispose of the same as waste material or sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale with any balance remaining to be paid to Delta; *provided that*, if the expenses of such removal, storage or sale shall exceed the proceeds of sale, Delta shall pay such excess to IAT upon demand and in accordance with the provisions of Section 25.03(a).

Section 25.04. *Survival.* This Article 25 shall survive the expiration or termination of this Agreement.

ARTICLE 26.
DELTA EVENT OF DEFAULT; IAT REMEDIES

Section 26.01. *Delta Event Of Default.* It shall be an "**Event of Default**" under this Agreement by Delta if any one or more of the events set forth in Section 26.02 and Section 26.03 shall have occurred and be continuing beyond the applicable cure period, if any, set forth in Section 26.04, *provided that*, no such Event of Default shall have occurred if the events set forth in Section 26.02, 26.03 and 26.04 have arisen solely as a result of Delta's compliance with and performance under the Port Authority Consent to Sublease. Upon the occurrence and during the continuance of an Event of Default under this Agreement by Delta, Delta shall continue to have its consultation (but no other) rights on the Concessions Subcommittee, the Operations Advisory Committee, the Management Committee, the Trilateral Committee and related subcommittees.

Section 26.02. *Monetary Default.* It shall be an Event of Default if Delta shall have failed to pay to IAT, when due and after the expiration of the applicable cure period set forth in Section 26.04, any amount required to be paid by Delta to IAT pursuant to this Agreement.

Section 26.03. *Non-monetary Default.* It shall be an Event of Default if any one or more of the of the following events shall have occurred and be continuing beyond the applicable cure period set forth in Section 26.04:

(a) Delta shall fail to perform or observe any material term, covenant, agreement, condition or provision of this Agreement (including pursuing the completion of the Phase I IAT Project in accordance with Article 6) to be performed or observed by Delta, other than those referred to in Section 26.02, to the extent that IAT is not the cause of such failure; or

(b) Delta shall have made any material representation or warranty in this Agreement that shall prove to have been incorrect in any material respect when made; or

(c) (i) Delta shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts as they become due, or shall make a general assignment for the benefit of creditors (except for an assignment or grant of liens and security interests on its assets to secure indebtedness incurred or to be incurred); (ii) any proceeding shall be instituted by or against Delta seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection or relief of it or its debts under any Law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of 60 days or entry of an order for relief against it or the appointment of a receiver, trustee, custodian or other similar official for it or any substantial part of its property shall occur; or (iii) Delta shall take any action to authorize any of the actions set forth above in this subsection (c); or

(d) Delta shall have made any incorrect statement (including any representation or certification) in the Delta TAA Certificate or in any Standard Draw Documentation relied upon by IAT in making any corresponding statement in the TAA or in a Series 8 Requisition

Certificate, which incorrect statement results in, or, if not cured, would result in, a PA Event of Default; *provided that*, any inaccuracy in the Delta TAA Certificate or any Standard Draw Documentation given by Delta shall not be a default hereunder (or under the Delta TAA Certificate or any Standard Draw Documentation) to the extent that any such inaccuracy is a result of Delta's good faith reliance upon written information provided by IAT (including counsel, accountants and other professionals and contractors retained by IAT); and *provided further that*, (i) IAT shall not, solely based on such Event of Default, institute or pursue any remedy specified in any of paragraphs (b), (c), (d) or (f) (to the extent that any such remedy under paragraph (f) would result in termination of the Agreement or Delta's possession of the Premises similar to the remedies provided in paragraph (c) or (d)) of Section 26.05 of this Agreement prior to the date on which Port has delivered a PA Notice of Default and (ii) IAT shall terminate all remedies being pursued pursuant to such enumerated paragraphs of Section 26.05 if such PA Notice of Default shall be rescinded or otherwise withdrawn; or

(e) A Delta 18A Default Notice (as such term is defined in the Port/IAT Lease) has been delivered by the Port Authority in accordance with the terms of the Port/IAT Lease; or

(f) Delta shall fail to cause a Letter of Credit or Cash Deposit to be provided as required by Section 16.04 of this Agreement within three (3) Business Days after Delta's obligation to cause such Letter of Credit or Cash Deposit to be provided arose thereunder.

Section 26.04. *Notice And Opportunity To Cure.* Except in the case of an Event of Default as set forth in Section 26.03(c), IAT shall provide Delta notice of and an opportunity to cure any default, before the same becomes an Event of Default as follows:

(a) Delta shall have 10 Business Days after receipt of notice from IAT of a default set forth in Section 26.02 to cure such default.

(b) Delta shall have 30 days after receipt of notice from IAT of a default set forth in Section 26.03(a)-(b) and (d) to cure such default, *provided that*, if a default set forth in Section 26.03 is, by its nature, incapable of being cured within 30 days and Delta is at all times diligently attempting to cure such default (except to the extent prevented by any Force Majeure Event), Delta shall have such additional time as is reasonably necessary to effect the cure, *provided, further, however*, if a default by Delta hereunder (i) could reasonably be expected to constitute an "Event of Default" by IAT under the Port/IAT Lease, and the Port/IAT Lease provides a cure period that expires prior to the expiration of the applicable cure period available to Delta hereunder, or (ii) is in respect of Delta's failure to perform its obligations under any Phase I IAT Project Construction Contract and such Phase I IAT Project Construction Contract provides a cure period (including any extended cure period provided to IAT thereunder) that expires prior to the expiration of the applicable cure period available to Delta hereunder (and Delta shall notify IAT of the applicable cure period under any such Phase I IAT Project Construction Contract), then in each case (x) Delta's cure period shall expire three Business Days prior to the expiration of the cure period provided in the Port/IAT Lease or the Phase I IAT Project Construction Contract, as applicable, and (y) during such cure period Delta shall provide consultation rights to IAT with respect to the steps being taken to cure such default, *provided, further, however*, if the default is with respect to the breach of a

material representation or warranty, a cure by Delta shall require that Delta cause the applicable representation or warranty to be correct as made and when cured.

(c) Delta shall have 35 days after receipt of notice from IAT of a default set forth in Section 26.03(e) to cure the applicable Delta 18A Default (as such term is defined in the Port/IAT Lease); provided that, pursuant to Section 25 of the Port/IAT Lease, IAT shall, if such Delta 18A Default has not been cured, request a meeting with the Port Authority to discuss the status of such Delta 18A Default and request a 60-day extension of the required period prior to which the Port Authority may deliver a Notice of Default pursuant to Section 25 of the Port/IAT Lease, which may be granted or withheld in the Port Authority's sole discretion, and (i) if granted, Delta's cure period shall be extended to the date that is 35 days into such 60-day extension period granted by the Port Authority, or (ii) if rejected by the Port Authority, an Event of Default shall be deemed to occur, and such procedures shall apply for each subsequent 60-day extension period, if any, granted by the Port Authority.

(d) If Delta is at all times diligently attempting to obtain a Letter of Credit or Cash Deposit as required by Section 16.04, Delta shall have an additional fifteen (15) days after the expiration of the three (3) Business Day period provided in Section 26.03(f) to cure such default either by obtaining a Letter of Credit from a relationship bank or utilizing Delta's letter of credit capacity under its corporate revolving credit facility, or by posting cash from its balance sheet.

Section 26.05. *Remedies.* Upon the occurrence of and during the continuance of an Event of Default, IAT may, to the extent permitted under applicable Law, in its discretion and at its option, pursue any one or more of the following remedies, upon not less than 10 Business Days notice to Delta:

(a) bring a suit, action or proceeding (summary or otherwise) to distrain for or collect, file a proof of claim in any Delta bankruptcy or other insolvency proceeding for, or institute any other suit, action or proceeding (whether similar to any of the foregoing or not) before any court of competent jurisdiction for, any amounts required to be paid by Delta to IAT pursuant to this Agreement, then due and owing to IAT and for actual compensatory damages, and for all costs and expenses incurred by IAT related thereto, including reasonable attorneys' fees; and/or

(b) accelerate, declare due and payable, bring a suit, action or proceeding (summary or otherwise) to collect or recover, without duplication of amounts recovered pursuant to Section 26.05(c) or (d) any and all payments of Delta Rent that would be due over the remainder of the Term as if all such amounts were payable to IAT at such time, discounted to the present value thereof at the rate equal to the weighted average coupon applicable to the Series 8 Bonds; and/or

(c) without terminating this Agreement and without the necessity of seeking or obtaining any warrant of eviction or other similar writ or court order, to the extent permitted under applicable Law, (i) enter upon and take possession of the Delta Premises by any lawful means; (ii) expel or remove Delta or any other Person occupying the same by, through or under Delta by any lawful means without liability for trespass or any claim for damages of any kind;

(iii) perform or do any of Delta's obligations under this Agreement on behalf of Delta; (iv) relet or otherwise permit the occupancy or use of all or a portion of the Delta Premises to any other Persons on such terms and conditions as IAT shall deem advisable; (v) make any repairs to the Delta Space to the extent necessary to return such premises to reasonable condition, reasonable wear and tear excepted; (vi) collect rent and other payments from such Persons, if any; and/or (vii) sue or bring an action or proceeding (summary or otherwise) for, collect or recover (A) all costs and expenses incurred by IAT related to the foregoing, including reasonable attorneys' fees, and (B) without duplication of any amounts recovered under Section 26.05(b) or (d), any difference or deficiency between the amounts IAT receives from such Persons and the amounts Delta is obligated to pay pursuant to this Agreement (and Delta and IAT acknowledge and agree that (x) IAT shall use reasonable efforts to mitigate its damages, and (y) if IAT relets or reuses the Delta Premises or any portion thereof, the damages owed by Delta hereunder shall be the net amount after giving effect to the amounts IAT receives from such reletting or reuse); and/or

(d) terminate this Agreement, in which event Delta shall promptly vacate the Delta Premises and surrender the same to IAT pursuant to Section 25.01, and, if Delta fails to so surrender and vacate the Delta Premises, to the extent permitted under applicable Law, IAT may enter upon and take possession of the Delta Premises by any lawful means and expel or remove Delta or any other Person occupying the same by, through or under Delta by any lawful means without liability for trespass or any claim for damages therefor; and Delta shall pay to IAT on demand the amount of all loss and damage which IAT may suffer by reason of such termination, whether through inability to relet, including under ATA Airline Subleases (after commercially reasonable efforts to so relet), the Delta Premises on terms equal to or better than the terms of this Agreement or otherwise, including (i) without duplication of any amounts under Section 26.05(b) or (c), the loss of any and all Rent that would be due over the remainder of the Term, discounted to the present value thereof at the rate equal to the weighted average coupon payable on the Terminal 4 Project Bonds ("**Discount Rate**") and (ii) all costs and expenses incurred by IAT related to the foregoing, including reasonable attorneys' fees; and/or

(e) cure the default or Event of Default, in which case Delta shall reimburse IAT for the costs and expenses incurred by IAT to cure such Event of Default, including reasonable attorneys' fees, upon demand, including an itemization in reasonable detail of such costs and expenses and accompanied by reasonable evidence of the payment of such costs and expenses, together with interest on such costs and expenses paid by IAT at the rate per annum equal to the Prime Rate plus 2% or the highest rate permitted under applicable Law (whichever is less) from the date the same were paid by IAT to the date the same are repaid by Delta; and/or

(f) without duplication of any remedy described in paragraphs (a)-(e) hereof, exercise any other rights or remedies available to IAT under this Agreement, under any other applicable agreement, under applicable Law or otherwise, subject to the provisions of this Agreement limiting or restricting liability or remedies.

Section 26.06. *Cumulative Remedies.* All rights and remedies available to IAT under this Agreement shall be cumulative and additional to, and not in lieu or exclusive of, any other rights and remedies available to IAT under this Agreement, under any other applicable

agreement, under applicable Law or otherwise, subject to the provisions of this Agreement limiting or restricting liability or remedies. The exercise by IAT of any right or remedy under this Agreement shall not prevent IAT from exercising any other right or remedy available to IAT under this Agreement, under any other applicable agreement, under applicable Law or otherwise, subject to the provisions of this Agreement limiting or restricting liability or remedies. However, notwithstanding anything herein to the contrary, IAT shall not be entitled to have a judgment or award for, or to collect or receive, under one right or remedy any amount for which it has already received a judgment or award under another right or remedy or otherwise collected or received.

Section 26.07. *Waiver Of Redemption.* Delta hereby knowingly and voluntarily waives any and all rights to recover or regain possession of the Delta Premises and to redeem any interest in the Delta Premises under any present or future applicable Law in the event that Delta is lawfully evicted or dispossessed from, or IAT lawfully recovers possession of, the Delta Premises by reason of an Event of Default.

Section 26.08. *No Consequential Damages.* Notwithstanding anything to the contrary, in no event shall Delta have any liability for any consequential, punitive or exemplary damages as a result of an Event of Default under this Agreement by Delta, and IAT hereby agrees to forego any rights and remedies it may have for the recovery of consequential, punitive or exemplary damages and damage awards to the extent the same are multiples of direct or other damages as provided by Law or otherwise (except to the extent expressly provided in Section 26.05(d)).

ARTICLE 27.
IAT EVENT OF DEFAULT; DELTA REMEDIES

Section 27.01. *IAT Event Of Default.* It shall be an **"IAT Event of Default"** under this Agreement if any one or more of the events set forth in Section 27.02 and 27.03 shall have occurred and be continuing beyond the applicable cure period, if any, set forth in Section 27.05, *provided that*, no such IAT Event of Default shall have occurred to the extent that the events set forth in Section 27.03 have arisen as a result of IAT's obligation to comply with and performance pursuant to the Port/IAT Lease, the Bond Documents or any other Transaction Documents.

Section 27.02. *Monetary Default.* It shall be an IAT Event of Default if IAT shall have failed to pay, or credit, to Delta, when due and after the expiration of the applicable cure period set forth in Section 27.05, any payment of any amount required to be paid by IAT to Delta pursuant to this Agreement.

Section 27.03. *Non-monetary Default.* It shall be an IAT Event of Default if any one or more of the of the following events shall have occurred and be continuing beyond the applicable cure period set forth in Section 27.05:

(a) if IAT shall fail to perform or observe any material term, covenant, agreement, condition or provision of this Agreement to be performed or observed by IAT, other than those referred to in Section 27.02, to the extent that Delta is not the cause either direct or indirect, of such failure; or

(b) if IAT shall have made any material representation or warranty in Section 4 of this Agreement that shall prove to have been incorrect in any material respect when made.

Section 27.04. *Termination of Port/IAT Lease by Port Authority.* If the Port Authority delivers to IAT any notice of termination of the Port/IAT Lease and such notice shall remain in effect under the Port/IAT Lease, upon IAT ceasing to have a possessory interest thereunder, IAT shall not have any right to exercise any rights or perform any obligations under this Agreement.

Section 27.05. *Notice And Opportunity To Cure.* Delta shall provide IAT notice of and an opportunity to cure any default, before the same becomes an IAT Event of Default. IAT shall have 30 Business Days after receipt of notice from Delta of a default set forth in Section 27.02 to cure such default. IAT shall have 30 days after receipt of notice from Delta of a default set forth in Section 27.03 to cure such default, *provided that*, if a default set forth in Section 27.03 is, by its nature, incapable of being cured within 30 days and IAT is at all times diligently attempting to cure such default (except to the extent prevented by any Force Majeure Event), IAT shall have such additional time as is reasonably necessary to effect the cure, provided, further, however, if the default is with respect to the breach of a material representation or warranty, a cure by IAT shall require that IAT cause the applicable representation or warranty to be correct as made and when cured.

Section 27.06. *Remedies.* Upon the occurrence of and during the continuance of an IAT Event of Default, Delta may, to the extent permitted under applicable Law, in its discretion and

of the Passenger Terminal Bonds."

(b) *Amendment to Paragraph (d).*

The second sentence of paragraph (d) of Section 22 is deleted in its entirety, and the following is substituted in its place:

"As of the date of the Fifth Supplemental Agreement to this Agreement, the Lessee agrees that the Port Authority Bond Expenses are

(c) *New Paragraph (m).*

A new paragraph (m) is added to Section 22 as follows:

"(m) *Refunding of Bonds.*

The Lessee agrees, commencing January 1, 2011, to cooperate and work with the Port Authority to initiate, advance and complete a current refunding of the outstanding Second Installment, Third Installment and Fourth Installment of the Series 6 Bonds, for a term not longer than the remaining term of the Series 6 Bonds being refunded, if the Port Authority and the Lessee determine that such a refunding would be expected to (x) achieve at least a savings on a net present value basis and (y) result in a lower projected annual debt service on the refunding bonds than the projected annual debt service on the Series 6 Bonds being refunded for substantially all of the years that any such refunding bonds may be outstanding. The foregoing net present value savings calculation shall assume (i) interest rates for the refunding bonds as determined by the Port Authority in consultation with an independent financial advisor or investment bank, based upon current market conditions for debt of equivalent credit quality, term and tax status; and (ii) a discount rate based upon the arbitrage yield of the refunding bonds."

10. Amendment to Section 25 of the Lease

Section 25 of the Lease is hereby amended by the addition at the end thereof of a new paragraph (i) as follows:

"(i) *Delta 18A Defaults.*

(i) Notwithstanding the provisions of Section 25(a)(x), in the event of a failure of the Lessee to keep, perform and observe each and every promise, covenant and agreement set forth in Section 18A on its part to be kept, performed, or observed, and such failure is due to or caused by any act or omission of Delta (a "**Delta 18A Default**"), the Port Authority shall, at least sixty (60) days prior to sending a Notice of Default in connection with such failure (such 60-day period, an "**18A Default Waiting Period**"), send to the Lessee a notice (an "**18A Notice**") stating that (x) such Delta 18A Default has occurred and (y) that the Port Authority intends to send a Notice of Default by reason of such occurrence.

(ii) The Lessee may, not earlier than thirty (30) days and not later than forty-five (45) days following the effective date of (x) an 18A Notice or (y) an 18A Default Waiting Period Extension Notice (as defined below), send a notice to the Port Authority requesting a meeting to discuss the Delta 18A Default, and the Port Authority and the Lessee shall meet within five (5) business days thereafter. Following such meeting, the Port Authority shall, in its sole discretion, determine whether to extend the 18A Default Waiting Period, and shall, within twenty-four (24) hours following such meeting, send a written notice to the Lessee by electronic mail, facsimile or other electronic transmission, informing the Lessee whether the 18A Default Waiting Period is extended. If the notice extends the 18A Default Waiting Period (such notice, an "**18A Default Waiting Period Extension Notice**"), the 18A Default Waiting Period shall thereupon be extended for an additional sixty (60) days from the date of such 18A Default Waiting Period Extension Notice, and if the notice does not extend the 18A Default Waiting Period, such 18A Default Waiting Period shall expire on the expiration date of such then-effective 18A Default Waiting Period. So long as an 18A Default Waiting Period, as it may be so extended, remains in effect, the foregoing provisions of this Section 25(i)(ii) shall continue to apply.

(iii) It is expressly understood that

in the case of a Delta 18A Default, Deferred Compliance (as defined in Section 25(g)) shall be deemed to be applicable under Section 25(a)(x) to the Lessee's performance of the obligation(s) that are the subject of the Delta 18A Default (provided that such performance by the Lessee complies with the provisions of Section 25(g))."

11. Amendment and Restatement of Section 31 of the Lease

(a) *Amendment to Text.*

Section 31 of the Lease, entitled "*Restriction on Transfer*", is hereby amended and restated in its entirety to read as follows:

"Section 31. Restriction on Transfer

(a) (i) The Lessee represents, as of the "Buyout Date" and the "Effective Date", both as defined in the Fifth Supplemental Agreement to this Agreement, that the organization chart shown in Exhibit 31.1A is a true, correct and complete representation of the ownership structure of the Lessee and its parent entities (each such parent entity, including without limitation each member of the Lessee, a "**Designated Entity**").

(ii) The requirements contained in the following items (1) and (2) of this subparagraph (ii) (the "**Ownership Requirements**") shall be true at all times, and it shall be a material default under this Agreement if the Ownership Requirements are violated:

(1) JFK IAT Member LLC ("**IAT Member**") shall directly own and control a membership interest in the Lessee that is greater than or equal to the membership interest of each other member of the Lessee. For purposes of the foregoing, separate membership interests in the Lessee held directly or indirectly by related entities shall be deemed to constitute a single membership interest in the Lessee, as illustrated by the following examples:

Example 1. IAT Member owns a 50% membership interest in the Lessee and the other membership interests in the Lessee are 30% and 20% (irrespective of whether

held by related or unrelated entities, because IAT Member's membership percentage would, in either case, be greater than or equal to, but not less than, the largest single percentage membership interest in the Lessee).

Example 2. IAT Member owns a 35% membership interest in the Lessee and the other membership interests in the Lessee, held by entities unrelated to IAT Member and to each other, are 35% and 30%.

(2) N.V. Luchthaven Schiphol ("**Schiphol**") (or any successor entity) shall:

(A) prior to the third anniversary of DBO, (x) Directly or Indirectly Own and control at least one hundred percent (100%) of IAT Member and (y) Directly or Indirectly Own and control at least one hundred percent (100%) of, and be (or own and control one hundred percent (100%) of, or be under one hundred percent (100%) common ownership and control with or by) the operator of, a principal international airport serving the city of Amsterdam ("**Amsterdam Airport**"), and

(B) on and after the third anniversary of DBO, (x) Directly or Indirectly Own and control at least fifty-one percent (51%) of IAT Member and (y) Directly or Indirectly Own and control at least fifty-one percent (51%) of, and be (or own and control fifty-one percent (51%) of, or be under fifty-one percent (51%) common ownership and control with or by) the operator of, Amsterdam Airport.

(iii) "**Direct or Indirect Owner**" or to "**Directly or Indirectly Own**" shall refer to ownership on a cumulative basis, whether or not through subsidiaries, and "**Direct or Indirect Ownership**" shall mean the percentage of such cumulative ownership. For example, if Schiphol's 80% directly-owned subsidiary directly owns 80% of IAT Member, Schiphol is the Direct or Indirect Owner of 64% of IAT Member, and Schiphol's Direct or Indirect Ownership in IAT Member is 64%.

(iv) The breach of the requirements

contained above in subparagraph (ii) of this paragraph (a) shall constitute a material default under this Agreement, giving rise to a right of termination by the Port Authority under Section 25(a) hereof, subject to the provisions of Section 25, including paragraph (b) thereof.

(b) (i) No Transfer (as defined in subparagraph (ii) below) may be made without the prior written consent of the Port Authority, and any Transfer made without such consent shall constitute a material default under this Agreement, giving rise to a right of termination by the Port Authority under Section 25(a) hereof, subject to the provisions of Section 25, including paragraph (b) thereof.

(ii) "**Transfer**" shall mean the sale, assignment, pledge, hypothecation or other voluntary transfer of any interest in the Lessee or any Designated Entity, and shall include *but not be limited to* (1) the sale, assignment, redemption or transfer of outstanding stock of or membership interest in, respectively, any corporation or any limited liability company that is the Lessee or a Designated Entity or that is the general partner of any partnership that is the Lessee or a Designated Entity, (2) the issuance of additional stock or membership interest in, respectively, any corporation or limited liability company that is the Lessee or a Designated Entity or that is the general partner of any partnership that is the Lessee or a Designated Entity, and (3) the sale, assignment, redemption or transfer of any general or limited partner's interest in, or the admission of a new partner to, a partnership that is the Lessee or a Designated Entity or that is a general or limited partner of any partnership that is the Lessee or a Designated Entity.

(iii) Notwithstanding any other provision of this Section 31 or this Agreement, any pledge or hypothecation by Schiphol of any or all of its assets in connection with financing from one or more third parties (a "**Schiphol Pledge**") and any pledge or hypothecation by Delta of any or all of its assets in connection with financing from one or more third parties (a "**Delta Pledge**") shall not constitute a Transfer hereunder, provided, however, that this sentence shall not apply to a financing for which a pledge

of the portion of Schiphol's or Delta's (as applicable) assets consisting of its indirect or direct interest in IAT Member is a substantial part of the collateral, which pledge shall constitute a Transfer hereunder; provided, further, that it is expressly understood and agreed that any violation of the Ownership Requirements resulting from a foreclosure upon a Schiphol Pledge or a Delta Pledge shall constitute a material breach of this Agreement, as provided above in this Section 31; provided, further, that the term "**any successor entity**" in the definition of "Ownership Requirements" shall include a foreclosing lender and a purchaser in foreclosure; provided, further, that a foreclosure upon a Delta Pledge shall constitute a Transfer hereunder and shall be subject to the provisions of Sections 31(e) and 31(f) below. The Lessee shall give notice to the Port Authority of a pledge or hypothecation by Schiphol or Delta which includes its indirect or direct interest in IAT Member, setting forth the identity of the pledgee and the general nature of the transaction, and stating that such transaction is not a financing for which a pledge of the portion of Schiphol's or Delta's (as applicable) assets consisting of its indirect or direct interest in IAT Member is a substantial part of the collateral. Failure to give such notice shall not constitute such transaction a Transfer, shall not constitute a material breach of this Agreement and shall be subject to the notice and cure provisions of Section 25(a)(x), as further provided in the remaining provisions of Section 25. No notice shall be required with respect to any transaction which does not involve a direct or indirect interest in IAT Member. In the event that a Transfer of Delta's Direct or Indirect Ownership interest in IAT Member has occurred pursuant to any of subparagraphs (ii), (v), (vi) or (vii) of Section 31(c) below, the provisions of this Section 31(b)(iii) shall apply to the transferee under such subparagraph, and each occurrence of the term "Delta" shall be deemed to refer to such transferee.

(iv) Notwithstanding any other provision of this Section 31 or this Agreement, any pledge or hypothecation by Schiphol International B.V. ("**Schiphol International**") of all (but not less than all) of its general

revenues in connection with financing from one or more third parties, to the extent that the amount of such financing does not exceed the fair market value of Schiphol International's assets other than its assets consisting of its Direct or Indirect Ownership in IAT Member, shall not constitute a Transfer hereunder, provided, however, that it is expressly understood and agreed that any violation of the Ownership Requirements resulting from a foreclosure upon such pledge or hypothecation shall constitute a material breach of this Agreement, as provided above in this Section 31. The Lessee shall give notice to the Port Authority of a pledge or hypothecation by Schiphol International (while it remains a Designated Entity) of all of its general revenues, setting forth the identity of the pledgee and the general nature of the transaction, and stating that the amount of such financing did not exceed the fair market value of Schiphol International's assets other than its assets consisting of its Direct or Indirect Ownership in IAT Member. Failure to give such notice shall not constitute such transaction a Transfer, shall not constitute a material breach of this Agreement and shall be subject to the notice and cure provisions of Section 25(a)(x), as further provided in the remaining provisions of Section 25. No notice shall be required with respect to any transaction which does not involve a direct or indirect interest in IAT Member.

(v) Notwithstanding any other provision of this Section 31 or this Agreement, there shall be at all times not more than three members of the Lessee, unless the Port Authority shall consent otherwise.

(c) Notwithstanding the prohibition contained in paragraph (b) of this Section, or any other provision of this Agreement, but subject always and in all events to the Ownership Requirements, the prior written consent of the Port Authority shall not be required with respect to any Exempt Transfer effected in accordance with the terms and conditions of this Section. "**Exempt Transfer**" shall mean any of the Transfers set forth below in subparagraphs (i) through (vii) of this paragraph (c).

(i) Any Transfer where the transferee is a Designated Entity (including

without limitation Transfers between or among members of the Lessee, subject always to the Ownership Requirements); provided, however, that any Designated Entity shall cease being a Designated Entity for purposes of this Section 31 if its Direct or Indirect Ownership of the Lessee becomes zero, it being understood that, for example, if Schiphol transfers its interest in Schiphol International to a third party and, prior to or contemporaneous with such transfer, all of Schiphol International's direct or indirect interest of any kind in IAT Member is transferred by Schiphol International to Schiphol, then in such event such third-party transfer shall not constitute a Transfer hereunder; provided, further, that no Transfer shall be permitted under this subparagraph (i) if the result of such Transfer would be to effect indirectly a Transfer that, if made directly, would require the Port Authority's consent, as exemplified by the following Transfer, which would *not* be permitted and would *not* constitute an Exempt Transfer pursuant to this subparagraph (i):

> A 95% interest in Schiphol USA Inc. is transferred to a newly created entity wholly owned and controlled by Schiphol International (an Exempt Transfer under subparagraph (ii) of this paragraph (c)). After the third anniversary of DBO, the entire interest in Schiphol North American Holding Inc. ("**North American**"), which now retains only a 5% Direct or Indirect Ownership interest in IAT Member, is then transferred to an unrelated entity ("**Third Party**") (pursuant to paragraph (e)(i)(3) of this Section). At this point, a Transfer to North American, notwithstanding that North American is still a Designated Entity, would not be permitted as an Exempt Transfer, because such Transfer would in substance be a Transfer to Third Party, otherwise subject to the provisions of paragraphs (e) and (f) of this Section. The foregoing percentages are intended to be illustrative and not limiting.

(ii) Any Transfer where the transferee or transferees are each Persons under one hundred percent (100%) common ownership and

control with the transferor, provided that such Person, and each Person that is a Direct or Indirect Owner (excluding any Direct or Indirect Owner of an interest in Schiphol, provided that such exclusion shall not cause any existing Designated Entity to cease being a Designated Entity) of such Person, shall thereupon be deemed a Designated Entity under, and subject to the restrictions of, this Section 31.

(iii) Any Transfer of any interest in Schiphol.

(iv) Any Transfer of any interest in Delta, any interest in a Delta Upstream Holding Company or any interest in the Delta Merger Successor, but only so long as Delta, such Delta Upstream Holding Company or the Delta Merger Successor is or remains a publicly held company.

(v) Any Transfer or series of Transfers the only effect of which is a change in the form of legal entity of a Designated Entity.

(vi) The Transfer by Delta of all of its membership interest in IAT Member to a holding company established (or caused to be established) by Delta (x) which has acquired and retains 100% Direct or Indirect Ownership and control of Delta (a "**Delta Upstream Holding Company**") or (y) of which Delta has 100% Direct or Indirect Ownership and control, provided, that (p) any such holding company shall thereupon be deemed a Designated Entity under, and subject to the restrictions of, this Section 31, and (q) each intermediate entity (if any) in the chain of ownership between the Delta Upstream Holding Company and IAT Member or between Delta and IAT Member (as the case may be) shall also thereupon be deemed a Designated Entity under, and subject to the restrictions of, this Section 31. In the event that the Exempt Transfer described in the following subparagraph (vii) has occurred, the provisions of this subparagraph (vi) shall apply to the Delta Merger Successor, and each occurrence of the word "Delta" in the foregoing provisions of this subparagraph (vi) shall be deemed to refer to the Delta Merger Successor.

(vii) The Transfer by Delta of all of its membership interest in IAT Member to a company that is (or is 100% directly or indirectly controlled by, controlling or under

common control with) a Scheduled Aircraft Operator (x) into which Delta is merged or (y) to which Delta transfers substantially all of its assets, provided, that such company (the "**Delta Merger Successor**") shall thereupon be deemed a Designated Entity under, and subject to the restrictions of, this Section 31. For the avoidance of doubt, "Delta" in this subparagraph (vii) shall be understood to refer only to Delta Air Lines, Inc. (subject to subparagraph (v) above).

(d) (i) The Lessee shall notify the Port Authority not later than five (5) business days following the occurrence of an Exempt Transfer, giving full particulars of the Exempt Transfer, and shall promptly furnish such further information and documentation relating to the Transfer as the Port Authority may reasonably require; provided, however, that no notification shall be required with respect to the Exempt Transfers described in paragraph (c)(iv) above or with respect to such of the Exempt Transfers described in paragraph (c)(iii) above as are resales of shares or other securities on a public market.

(ii) It is understood and agreed that while a failure to provide the foregoing notification shall constitute a breach under this Agreement (subject to the notice and cure provisions hereof), any such failure shall not invalidate or otherwise vitiate the effectiveness of such Exempt Transfer.

(e) (i) Notwithstanding the prohibition contained in paragraph (b) of this Section, or any other provision of this Agreement, but subject always and in all events to the Ownership Requirements, commencing upon the third anniversary of DBO, the Port Authority's consent to the following Transfers shall not be unreasonably withheld so long as such Transfers comply with the conditions set forth in subparagraph (ii) and (iii) below: Any Transfer or Transfers aggregating up to forty-nine percent (49%) of the total Direct or Indirect Ownership (not counting more than once all or any portion of such Direct or Indirect Ownership interest that is transferred more than once) in IAT Member.

(ii) All transferees of Transfers pursuant to the foregoing subparagraph (e)(i) shall:

(1) in the reasonable opinion of the Port Authority, have a reputation for honesty, integrity and reliability and be creditworthy,

(2) have, or be a wholly-owned subsidiary of an entity or entities that has or have, a substantial net worth in relation to the magnitude of the Transfer,

(3) not be an existing terminal operator at a Port Authority airport,

(4) disclose the full identity of each beneficial owner of a ten percent (10%) interest in the transferee, and

(5) make the certification provided in the following paragraph (iii).

(iii) The proposed transferee shall, with respect to itself and each officer that is (or would be, if the proposed transferee were a publicly held company) required to file for purposes of Sec. 16(a) of the Securities Exchange Act of 1934, each director and each Affiliate (other than an Affiliate that the proposed transferee does not actually control) of the proposed transferee, and each beneficial owner of a ten percent (10%) or more interest in the proposed transferee (a "**10% Owner**")(other than any 10% Owner that is a public company that does not actually control the proposed transferee)(the proposed transferee and any such officer, director, Affiliate or 10% Owner, "It"), make the disclosures and certifications numbered 1 through 9 below; provided, however, that if the proposed transferee has failed to obtain the information necessary to make the following disclosures and certifications with respect to 10% Owner(s) owning up to twenty percent (20%) of the proposed transferee in spite of the proposed transferee's having used its best efforts to obtain such information, and the proposed transferee so certifies to the Port Authority, then the "conditions set forth in subparagraph (ii) and (iii)", as provided in paragraph (e)(i) above, shall be deemed to have been complied with; provided, further, that if the Port Authority

withholds its consent to the Transfer then being proposed, such withholding of consent shall not be deemed to be unreasonable solely by reason of such deemed compliance.

(1) disclose every name, trade name or abbreviated name or federal taxpayer identification number ever used by It;

(2) disclose whether it has, within the five (5) years preceding the date of the disclosure, been party to an agreement which was terminated by the Port Authority, for any reason, prior to its expiration date (other than any such party with which the Port Authority has subsequently entered into another agreement relating to similar subject matter, and other than IAB tenants as of the date hereof);

(3) certify that It is not, as of the effective date of the Transfer, in default under any agreement with the Port Authority and has not been, within the five years preceding the date of the certification, in default, beyond any applicable grace period, under any agreement with the Port Authority;

(4) certify that currently It is not suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to integrity; and disclose whether, within the five (5) years preceding the date of the disclosure, it has been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to integrity;

(5) disclose whether within the five (5) years preceding the date of the disclosure It has had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or

in part on indictment or conviction;

(6) disclose whether within the five (5) years preceding the date of the disclosure It has had any business or professional license suspended or revoked or had any single sanction imposed in excess of $500,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;

(7) disclose whether within the twenty-five (25) years preceding the date of the disclosure It has ever had any sanction imposed as a result of a judicial or administrative proceeding related to material fraud (and within the preceding ten (10) years, with respect to fraud that is not material), extortion, bribery, bid rigging, embezzlement, material misrepresentation or material anti-trust violation regardless of the dollar amount of the sanctions or the date of their imposition;

(8) disclose whether It is currently the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency; and

(9) disclose whether it has during the five (5) years preceding the date of the disclosure been indicted or convicted of any crime or material offense in any jurisdiction.

(f) All Transfers (including Transfers specifically referred to in this Section, as well as all other Transfers of any kind, but excluding Exempt Transfers, shall be subject to the conditions set forth below in subparagraphs (i) and (ii) of this paragraph (f).

(i) There shall be paid to the Port Authority, not later than the closing of such Transfer, an amount (the "**Port Authority Transfer Participation**") equal to ten percent (10%) of (x)

the Adjusted Gross Proceeds relating to such Transfer or, if the Transfer is of interests representing assets in addition to a direct or indirect interest in the Lessee (such direct or indirect interest, the "**Lessee Interest**"), (y) the IAT Percentage of such Adjusted Gross Proceeds. "**Adjusted Gross Proceeds**" shall mean Gross Proceeds net of an amount equal to the lesser of (x) total arm's-length transaction costs paid to third parties, including without limitation appraisal fees but not including taxes or other governmental fees and charges of any kind, and (y) one percent (1%) of Gross Proceeds. "**Gross Proceeds**" shall mean all value given as consideration for such Transfer, and shall include, without limitation, all cash proceeds, the fair market value of any property, any indebtedness assumed or forgiven and any purchase money note or debt obligation made in connection with such Transfer. "**IAT Percentage**" shall mean the percentage that equals the ratio, calculated on a fair market value basis, of (x) the value of the Lessee Interest to (y) the Gross Proceeds. References in this paragraph (f) to "**fair market value**" shall mean the fair market value as established by an independent appraisal by a nationally recognized firm, appropriately experienced in the valuation of the types of assets in question, acceptable to both parties.

(ii) Not later than the closing of such Transfer, the Port Authority shall be furnished with a statement, certified by the Lessee (or an officer, general partner or member of the Lessee, as the case may be), setting forth the amount of Adjusted Gross Proceeds, appropriately broken down. There shall be promptly provided to the Port Authority such further information and documentation relating to such Transfer as the Port Authority may reasonably require.

(iii) Notwithstanding the foregoing (but subject always and in all events to the Ownership Requirements), if a Transfer is a Strategic Transfer, the Port Authority Transfer Participation shall not be paid as provided in subparagraph (i) above, but shall instead be paid at the time and in the manner provided in subparagraph (iv) below. "**Strategic Transfer**" shall mean a Transfer of a Direct or Indirect

Ownership interest in IAT Member in a merger or consolidation with a third party in the aviation industry for the principal purpose of enhancing the potential of IAT Member and/or its Direct or Indirect Owners with respect to such matters as increasing market share or ability to do business internationally and/or combining complementary skills (as distinguished from a Transfer whose principal purpose is to realize a profit derived from IAT Member's direct or indirect interest in the Lessee and in the Project).

(iv) At the time of a Strategic Transfer, the Port Authority Transfer Participation shall be calculated in the manner set forth in subparagraph (i) above, and shall be paid as follows:

(1) if any portion of the Gross Proceeds is cash or cash equivalents (including without limitation any indebtedness assumed or forgiven and any purchase money note or debt obligation), then the corresponding portion of the Port Authority Transfer Participation shall be paid at the closing of the Strategic Transfer, and

(2) the balance of the Port Authority Transfer Participation (the "**Deferred Port Authority Transfer Participation**") shall bear interest at the rate of six and one-half percent (6½%), calculated on an Annual Basis, and shall be paid, on a preferred basis, as and when distributions of cash or cash equivalents in respect of ownership interests in the merged or other entity resulting from the Strategic Transfer (the "**Merged Entity**") are to be received by the owners of any Merged Entity, until the Deferred Port Authority Transfer Participation, together with accrued interest at the rate provided above, has been reduced to zero.

(g) Notwithstanding this Section 31 or any other provision of this Agreement, a loan or deemed loan from one or more members in the Lessee to one or more other such members (payable from distributions otherwise payable by the Lessee to such other member(s)) in a case in which such other member(s) do not exercise a

right to make certain contributions to the Lessee, shall not be deemed a Transfer and therefore shall not be subject to the Port Authority's consent hereunder, provided, however, that any associated transfer of management rights shall constitute a Transfer under, and subject to the provisions of, this Section 31.

(h) In all events, and notwithstanding any other provision of this Section, no Transfer shall be permitted that would entail a violation of the Port Authority Code of Ethics or the relevant conflict of interest rules."

(b) *Replacement of Exhibit 31.1.*

Effective as of the Buyout Date, Exhibit 31.1 to the Lease is hereby deleted, and Exhibit 31.1A, in the form attached hereto and hereby made a part hereof, is substituted in its place.

(c) *Effect of Delta Transfer.*

(1) The parties acknowledge that in entering into the Consent to Delta Transfer, the Port Authority relied on, *inter alia*, certain representations of the Lessee, IAT Member and Delta as to the respective entitlements of IAT Member and SUSA Inc. to the proceeds of a sale of IAT Member, as more fully set forth in the Consent to Delta Transfer. The Lessee hereby represents to the Port Authority that pursuant to the IAT Member Operating Agreement (as defined in the following subparagraph (2)), SUSA Inc. would be entitled to 51% of the proceeds of a sale of IAT Member and Delta would be entitled to 49% of such proceeds.

(2) The Lessee represents to the Port Authority, and the Port Authority acknowledges, that the "Amended and Restated Limited Liability Company Agreement" of IAT Member entered into on the Buyout Date (the "**IAT Member Operating Agreement**") among IAT Member, and SUSA Inc. and Delta as Members of IAT Member, provides for changes to the capital accounts of SUSA Inc. and Delta in IAT Member in accordance with the provisions contained therein, and the Port Authority agrees that such changes to the capital accounts of the members of IAT Member (whether as a result of capital contributions, distributions, allocations of income or loss or otherwise) shall not,

whether individually or cumulatively, in and of themselves (x) be deemed to constitute a Transfer, (y) invalidate, or cause a breach of, the Consent to Delta Transfer or (z) otherwise cause a breach of the provisions of Section 31 of the Lease.

12. Amendment to Section 34 of the Lease

Section 34 of the Lease, entitled "*Condemnation*", is deleted in its entirety, and the following is substituted in its place:

"Section 34. Condemnation

(a) *Definitions*.

The following terms, when used in this Section 34, shall, unless the context shall require otherwise, have the respective meanings given below:

"**Date of Taking**" shall mean the date on which title to all or any portion of the Premises, as the case may be, has vested in any lawful power or authority pursuant to a Taking.

"**Material Part**" with reference to the Premises or with reference to the Public Landing Area shall mean such portion of the Premises or the Public Landing Area as when so taken would leave remaining a balance of the Premises, due either to the area so taken or the location of the part so taken in relation to the part not so taken, that would not under economic conditions and after performance by the Lessee of all covenants, agreements, terms and provisions contained herein or required by law to be observed or performed by the Lessee, permit the restoration of the Premises so as to enable the Lessee to operate, maintain and develop the Premises in accordance with Sections 2 and 5 of this Agreement and to continue to carry on its normal operations at the Airport without using such part taken.

"**Taking**" shall mean the acquisition of a real property interest, through condemnation or the exercise of the power of eminent domain, by any body having a superior power of eminent domain.

(b) *Permanent Taking of All or a Portion*

of the Premises and the Public Landing Area.

(1) If a Taking is permanent and covers the entire Premises, then this Agreement shall, as of the Date of Taking, cease and determine in the same manner and with the same effect as if such date were the original date of expiration hereof.

(2) If a Taking is permanent but covers less than all of the Premises, this Agreement and the term hereof shall continue as to the portion of the Premises not so taken, and the letting as to the part of the Premises so taken shall, as of the Date of Taking, cease and determine in the same manner and with the same effect as if the term of the letting had on that date expired, and the rentals shall be abated as provided in Section 4 hereof.

(3) If a Taking is permanent and covers a Material Part of the Premises or of the Public Landing Area, then the Lessee and the Port Authority shall each have an option exercisable by notice given within ten (10) days after the Date of Taking to terminate the letting hereunder with respect to the Premises not taken, as of the Date of Taking, and such termination shall be effective as if the Date of Taking were the original date of expiration hereof. If the Port Authority exercises this option, it shall purchase from the Lessee the Lessee's leasehold interest (excluding any personal property whatsoever) in the Premises not taken for a consideration equal to the unamortized capital investment (as defined below), if any, of the Lessee in the Premises not taken. If the letting of the entire Premises is not terminated, the rentals shall be abated in accordance with Section 4 hereof after the date of surrender of possession of the portion of the Premises taken.

(4) If a Taking is permanent but covers less than the entire Premises and the letting of the portion of the Premises not taken is not terminated pursuant to paragraph (b)(3) of this Section, the Lessee shall proceed diligently to restore the remaining part of the Premises not so taken so that the Premises shall be a complete, operable, self-contained architectural unit in good condition and repair and the proceeds of that portion of any award paid in

trust to the Port Authority pursuant to Section 23.3 of the Basic Lease attributable to the improvements on the Premises not so taken shall be made available by the Port Authority to be used by the Lessee for that purpose. The Port Authority shall retain any excess of such award over the costs of the restoration.

(5) If a Taking (x) covers all or "substantially all of a Municipal Air Terminal", as defined in the Basic Lease, and (y) the Basic Lease (with respect to the Airport) and this Agreement are consequently terminated, then the Port Authority shall pay to the Lessee its unamortized capital investment, if any, in the Premises, provided, however, that the Port Authority's foregoing payment obligation to the Lessee shall be limited to a proportionate share (as determined by the Port Authority in its sole discretion following consultation with all of the Port Authority's tenants at the Airport) of the condemnation proceeds available to be paid to the Lessee and the Port Authority's other tenants at the Airport, and provided, further, that such available condemnation proceeds shall be limited to the amount of the condemnation proceeds received from the City remaining after the Port Authority has been compensated for (p) the value of its leasehold interest in the Airport or (q) the sum of the unamortized portion of the Port Authority's investment in improvements at the Airport and any remaining deferred charges for equipment acquired by the Port Authority for use at or in connection with its operation of the Airport, whichever of (p) or (q) is greater (such greater amount, the "Port Authority Share"). In making the determination of "proportionate share" provided in the first proviso of the preceding sentence, the Port Authority shall in no event be liable, in any respect, to the Lessee or any other party by reason of such determination or the resulting distribution of proceeds, and the Lessee shall, prior to receipt of any such distribution, execute and deliver to the Port Authority such form of waiver, release and indemnification as the Port Authority may request. The Lessee understands and accepts that after payment of the Port Authority Share, there may be insufficient condemnation proceeds (or none at all) remaining to pay all or any portion

of the Lessee's unamortized capital investment.

(c) *Temporary Taking of All or Any Part of the Premises or the Public Landing Area.*

(1) If the temporary use of the whole or any part of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority pursuant to a Taking or by agreement between the Port Authority and such lawful power or authority, (w) the Lessee shall give prompt notice thereof to the Port Authority, (x) the Term shall not be reduced or affected in any way and (y) the Lessee shall continue to pay in full all rentals payable by the Lessee hereunder without reduction or abatement except as set forth in paragraph (c)(2) below.

(2) If a temporary Taking covers all or a Material Part of the Premises or the Public Landing Area, then the Lessee and the Port Authority shall each have an option, exercisable by notice given within ten (10) days after the Date of Taking, to suspend the term of the letting of such of the Premises as are not so taken during the period of the Taking, and, in that event, the rentals for such portion of the Premises not so taken shall abate for the period of the suspension in accordance with Section 4 hereof. If the Port Authority exercises this option, it shall purchase from the Lessee the Lessee's leasehold interest (excluding any personal property whatsoever) in the Premises not taken for the period of suspension for a consideration equal to the unamortized capital investment, if any, of the Lessee in such Premises which is to be amortized over the period of such suspension.

(d) *Lessee's Cooperation.*

The Lessee shall execute any and all documents that may be reasonably required in order to facilitate collection by the appropriate party of awards or payments covered by this Section.

(e) *Condemnation Claims by the Lessee.*

To the extent a condemnation claim by the Lessee shall not diminish any claim, award, compensation or damages of or to the City or of or to the Port Authority on account of any condemnation and such condemnation claim is

permitted by Section 23 of the Basic Lease, the Lessee may file a claim in a condemnation proceeding.

13. Amendment to Section 38 of the Lease

(a) *City as Additional Insured.*

Notwithstanding anything to the contrary in Section 38, Part II, of the Lease, entitled "*Public Liability Insurance*", The City of New York shall be named as an additional insured, as applicable, under each policy of insurance procured by the Lessee pursuant to such Section 38, Part II.

(b) *General Insurance Requirements.*

Section 38, Part IV, of the Lease, entitled "*General Insurance Requirements*", shall be amended by inserting in the first sentence thereof, after the words "and each policy or certificate delivered shall", the following: "be specifically endorsed to".

14. Amendment to Section 40 of the Lease

Section 40 of the Lease, entitled "*Joint Periodic Condition Survey*", shall be amended by the addition of a new paragraph (h), as follows:

"(h) *Re-lifing Condition Survey.*

Notwithstanding the foregoing provisions of this Section, there shall be one Condition Survey conducted prior to May 13, 2026 (the "**Re-lifing Condition Survey**") with respect to which the following shall apply:

(1) The Condition Survey Contractor shall include, in the Condition Survey Report to be prepared in connection with the Re-lifing Condition Survey, findings and recommendations relating to the maintenance and repair of, and necessary capital improvements to, the Premises in order to maintain the level of service at the Terminal, and its competitive position as an air terminal, through the Expiration Date in accordance with the terms of this Agreement, but shall specifically exclude recommendations for the new installation of (as opposed to replacement of) upgraded technology, systems or other improvements not then already located at

and serving the Premises.

(2) Notwithstanding the provisions of paragraph (d) above, with respect to the Re-lifing Condition Survey, the Lessee shall reimburse the Port Authority for one hundred percent (100%) of the Costs of the Condition Survey, which shall be project costs of the Re-lifing Project (as defined in the following subparagraph (3)), provided, however, that such Costs of the Condition Survey shall constitute Permitted O&M Expenses until the financing for the Re-lifing project closes and the Costs of the Condition Survey are reimbursed to the Lessee as project costs for the Re-lifing Project (and shall, upon such reimbursement, be included in Gross Revenues).

(3) Subject to sufficient funds being available to the Lessee, the Lessee shall undertake a project for the construction of the capital improvements to be constructed in accordance with the findings and recommendations of the resulting Condition Survey Report (the "**Re-lifing Project**"), and shall cooperate with the Port Authority to secure the financing for the Re-Lifing Project, so long as the Debt Service Coverage Ratio (as defined in the Trust Administration Agreement) meets the requirements set forth in Section 2(b) of Appendix B to the Trust Administration Agreement."

15. Amendment to Section 43 of the Lease

(a) *Amendment and Restatement of Section 43(a)(ii)*

Section 43(a)(ii) of the Lease shall be amended and restated as follows:

"(ii) The Airline Leasing Plan shall be subject to the approval of the Port Authority, as provided in this Section. The Lessee shall submit to the Port Authority during the Term any revisions to the Airline Leasing Plan, which shall contain the information enumerated in subparagraph (i) above. The Port Authority shall, within forty-five (45) days after its receipt of a proposed revised Airline Leasing Plan, advise the Lessee if the Port Authority approves or disapproves the proposed revised Airline Leasing Plan. If the Port

Authority does not advise the Lessee that the proposed revised Airline Leasing Plan has been approved or disapproved within such forty-five (45) day period, such proposed revised Airline Leasing Plan shall be deemed approved by the Port Authority. In the event that the Port Authority disapproves the proposed revised Airline Leasing Plan, the reasons therefor shall be stated, and the Lessee may thereafter submit for Port Authority approval an appropriately modified proposed revised Airline Leasing Plan. Unless and until a revised Airline Leasing Plan shall have been approved or disapproved by the Port Authority in the foregoing manner, the Airline Leasing Plan previously approved and then in effect shall continue in effect."

(b) *Airline Leasing Plan as of Effective Date.*

The Port Authority approves the Airline Leasing Plan, as revised, as it exists as of the Effective Date.

16. Amendment to Section 44 of the Lease

(a) *Amendment and Restatement of Section 44(b)(ii)*

Section 44(b)(ii) of the Lease shall be amended and restated as follows:

"(ii) The Comprehensive Retail Plan shall be subject to the approval of the Port Authority, as provided in this Section. The Lessee shall submit to the Port Authority during the Term any revisions to the Comprehensive Retail Plan, which shall contain the information enumerated in subparagraph (i) above. The Port Authority shall, within forty-five (45) days after its receipt of a proposed revised Comprehensive Retail Plan, advise the Lessee if the Port Authority approves or disapproves the proposed revised Comprehensive Retail Plan. If the Port Authority does not advise the Lessee that the proposed revised Comprehensive Retail Plan has been approved or disapproved within such forty-five (45) day period, such proposed revised Comprehensive Retail Plan shall be deemed approved by the Port Authority. In the event that the Port Authority disapproves the proposed revised Comprehensive Retail Plan, the reasons therefor shall be stated, and the Lessee may thereafter

submit for Port Authority approval an appropriately modified proposed revised Comprehensive Retail Plan. Unless and until a revised Comprehensive Retail Plan shall have been approved or disapproved by the Port Authority in the foregoing manner, the Comprehensive Retail Plan previously approved and then in effect shall continue in effect."

(b) *Comprehensive Retail Plan as of Effective Date.*

The Port Authority approves the Comprehensive Retail Plan, as revised, as it exists as of the Effective Date.

17. Amendment to Section 60 of the Lease

Section 60 of the Lease, entitled "*Access to Records; Audit Rights*", shall be amended as follows:

(a) *New Paragraph (a)(i).*

Paragraph (a)(i) is deleted in its entirety, and the following is substituted in its place:

"(a) (i) The Lessee shall itself and shall require:

(1) each of its Affiliates, including without limitation each of its Direct or Indirect Owners other than, but only for so long as Delta is a publicly held corporation, the Direct or Indirect Owners of Delta (the "**Delta Owners**"), and

(2) each Airline Sublessee, Retail Sublessee and Handling Permittee, and each Delta Affiliate Carrier (as defined in the ATA) and

(3) each contractor, subcontractor or other Person furnishing services or materials to the Lessee in excess of $25,000 in the aggregate with respect to each such contractor, subcontractor or other Person during any Annual Period or Alternative Annual Period, as the case may be, the cost of which is includible as Permitted O&M Expenses or Project Costs except for the General Contractor and its subcontractors, the Program Manager and the Project Engineer (the General Contractor, the Program Manager and the Project Engineer being

subject to Section 18(q) of this Agreement),

(each of the foregoing a "**Recordkeeping Person**"), to maintain in accordance with accepted accounting practice, books and records (the "**Records**"), of all transactions of the Recordkeeping Person at, through, or in any way connected with Project Operations, including, without limitation, with respect to the Construction Work but not including with respect to distributions of Lessee Unrestricted Funds. The Records shall include all books and records required to permit the Recordkeeping Person to make all certifications to the Port Authority required under this Agreement."

(b) *New Paragraph (g)*.

Paragraph (g) is deleted in its entirety, and the following is substituted in its place:

"(g) So long as Delta remains a publicly held corporation, the Lessee hereby covenants and warrants with respect to each Delta Owner, and in lieu of the rights that the Port Authority would have under paragraphs (e) and (f) above with respect to such Delta Owner, that such Delta Owner shall not receive from the Lessee revenues of any sort from Project Operations except revenues based on arm's-length transactions or other revenues of which the source is distributions from IAT Member to Delta."

18. Amendment and Restatement of Section 76 of the Lease

Section 76 of the Lease, entitled "*Airport Operator Limitations*", as previously amended pursuant to Supplement 1, is hereby further amended and restated as follows:

"Section 76. Airport Operator Limitations

(a) *No Unjust Discrimination*. In the Port Authority's operation of the Airport, including, without limitation, the formulation of the policies and procedures respecting such operation and/or the specific application of such policies and procedures and the allocation of costs, the Port Authority agrees that it will not unjustly

discriminate against the Lessee or the Premises.

(b) *Restrictive Covenant.*

(1) The following covenant (the "**Restrictive Covenant**") shall apply until May 13, 2026 (subject to the provisions of paragraph (c) below):

For so long as the Lessee makes available Terminal FIS Premises on a twenty-four (24) hour basis, the Port Authority will not

(A) itself construct or operate an airline terminal which includes FIS Premises, or

(B) enter into an agreement for the construction or operation of an airline terminal which includes FIS Premises at the Airport with any Person that is not either (p) a Scheduled Aircraft Operator, or (q) wholly owned by one or more Scheduled Aircraft Operators and formed to provide air terminal operation services predominantly to such Scheduled Aircraft Operators,

unless (i) the operation of such FIS Premises is necessary for the Port Authority to comply with United States Government requirements or (ii) a Capacity Deficiency shall have occurred, in which event the Port Authority may by notice, annexing thereto appropriate supporting documentation, inform the Lessee that the Port Authority shall thereafter not be subject to the restrictions set forth above in this subparagraph (b)(1).

(2) Notwithstanding the limitations set forth in the foregoing subparagraph (b)(1), the Port Authority may itself construct or operate an airline terminal which includes FIS Premises or enter into an agreement with another Person to construct an airline terminal which includes FIS Premises which in either case is to be primarily utilized by one or more Scheduled Aircraft Operator(s) so long as such Scheduled Aircraft Operator(s) do not hold a Foreign Air Carrier Permit under the Federal Aviation Act of 1958 or a substantially similar permit under any similar federal statute.

(c) *If No Series 6 Bonds Outstanding.*

Notwithstanding the foregoing provisions of this Section 76, at such time as there are no Series 6 Bonds outstanding or it is

reasonably expected that no Series 6 Bonds will be outstanding in the near term, the Lessee and the Port Authority shall, upon either party's receipt of a written request from the other, mutually negotiate, in good faith, reasonable proposals to amend this Agreement in order to relax or eliminate the Restrictive Covenant. If no such proposals are agreed upon by the parties by the ninetieth (90th) day after the date on which there are no Series 6 Bonds outstanding, this Section 76 shall be deemed amended by the insertion of a new subparagraph 76(b)(3), as follows:

"(3) Notwithstanding the limitations set forth in subparagraph (b)(1) above, from and after the date upon which no Series 6 Bonds remain outstanding, the Port Authority may itself construct and/or operate (whether through its employees or through a compensated manager or operator that is the Port Authority's contractor and not the Port Authority's lessee) an airline terminal which includes FIS Premises, provided, however, that until May 13, 2026 the following shall apply:

If the Port Authority is operating at the Airport an airline terminal that includes FIS Premises (a "**PA-operated FIS Terminal**") and (x) there are seven (7) or more aircraft building gate positions at Terminal 4 that are not part of the ATA Premises, and (y) either on a retrospective or prospective basis, the Debt Service Coverage Ratio (as defined in and calculated in accordance with the Trust Administration Agreement) is not in compliance with Section 2(a) of Appendix B of the Trust Administration Agreement (a "**Low Debt Ratio**"), then, during the period that a Low Debt Ratio persists or is projected to persist, the Port Authority shall not enter into any new agreement or renew or extend any existing agreement to accommodate any Foreign Scheduled Aircraft Operator in the PA-operated FIS Terminal so long as the Lessee is able to provide comparable accommodation to such Foreign Scheduled Aircraft Operator at Terminal 4; provided, however, that the foregoing shall

not require the Port Authority to remove any existing Foreign Scheduled Aircraft Operator that is holding over beyond the term of its agreement to be accommodated in the PA-operated FIS Terminal."

(d) *Certain Definitions.*

"**Average Peak Hourly Passenger Volume**" for each Annual Period shall be determined as follows: The number of arriving international passengers entering the Terminal FIS Premises during the Peak Hours Period on each Peak Day shall be ascertained; then, the sum total volume of such passengers during the Peak Hours Periods on all Peak Days in an Annual Period shall be ascertained. Such total number of passengers shall then be divided by one hundred thirty-six (136) and such quotient shall be the Average Peak Hourly Passenger Volume for such Annual Period.

"**Average Peak Waiting Time**" for each Annual Period shall mean the average of the time periods, expressed in minutes per passenger, that ten (10) randomly selected arriving international passengers entering the Terminal FIS Premises during each hour of each Peak Hours Period on each Peak Day in an Annual Period take to clear the Terminal FIS Facilities.

"**Capacity Deficiency**" shall mean a condition where the number of deplaned passengers entering the Terminal FIS Premises has exceeded the Design Capacity (as the Design Capacity may be increased from time to time with the written acknowledgment of the Port Authority as to the extent of any such increase, such acknowledgment not to be unreasonably withheld.) A Capacity Deficiency shall be deemed to have occurred upon the occurrence of all of the following events:

(i) The Average Peak Hourly Passenger Volume exceeds the Design Capacity in an Annual Period; and

(ii) The Average Peak Waiting Time for an Annual Period exceeds Forty-five (45) minutes; and

(iii) The events described in clauses (i) and (ii) above occur for two successive Annual Periods.

"**FIS Premises**" shall mean premises to be

made available to the United States for inspection of airline passengers and their baggage by United States Customs and Immigration.

"**Foreign Scheduled Aircraft Operator**" shall mean a Scheduled Aircraft Operator that holds a Foreign Air Carrier Permit under the Federal Aviation Act of 1958 or a substantially similar permit under any similar federal statute.

"**Peak Day(s)**" shall mean the three (3) busiest days during each of the eight consecutive calendar weeks (Sunday through Saturday) commencing with the calendar week during which July 1st occurs; and January 2nd, Good Friday, the Friday prior to Memorial Day, the Friday prior to Labor Day, Labor Day, the Wednesday prior to Thanksgiving, the Friday after Thanksgiving and December 22nd, 23rd and 24th for a total of 34 Peak Days during each Annual Period.

"**Peak Hours Period**" shall mean the continuous two hundred forty (240) minute period on each Peak Day during which the highest volume of arriving international passengers enters the Terminal FIS Premises.

"**Terminal FIS Premises**" shall mean the FIS Premises to be constructed by the Lessee as a portion of the Premises hereunder pursuant to Section 18 of this Agreement."

19. Certain Easements

(a) *Easement for Terminal 2 Connector.*

(1) The Port Authority acknowledges that in connection with the 2010 Expansion Project, the lessee under Lease AYC-325 will construct an enclosed passenger walkway connecting Terminal 2 to Terminal 4 (the "**Terminal 2 Connector**").

(2) Effective upon the Effective Date, and for so long as the Terminal 2 Connector (once constructed) remains in place (subject to restoration after a casualty), the Premises shall be subject to a leasehold easement in favor of the lessee under Lease AYC-325 for the purpose of constructing and maintaining a portion of the Terminal 2 Connector within the Premises, including attaching the Terminal

2 Connector to Terminal 4, as more particularly set forth in Exhibit S5-19.1.

(b) *Taxilane Easement.*

(1) The strip of land consisting of (x) the portion of the Premises shown in diagonal hatching and identified as "East Easement" on the drawing attached hereto as Exhibit S5-19.2, and (y) the portion of the Terminal 3 Parcel shown in diagonal hatching and identified as "West Easement" on the drawing attached hereto as Exhibit S5-19.3, shall be subject to an easement for use as a taxilane (the "**Taxilane Easement**") in favor of the Lessee for the purposes of ingress to and egress from the Premises, and in favor of the occupant of the Terminal 3 Parcel (the "**Terminal 3 Parcel Occupant**") for the purposes of ingress to and egress from the Terminal 3 Parcel, and may be used jointly by the Lessee and the Terminal 3 Parcel Occupant, the successors in interest of either of the foregoing, the Port Authority and any other entity to whom the Port Authority may grant the right to use the Taxilane Easement.

(c) *Aircraft Parking Easement.*

The Port Authority hereby grants to the Lessee, effective upon the effective date of the Hardstand Permit and for so long as the Lease remains in effect, a non-exclusive easement over the portion of the Terminal 3 Parcel shown in cross hatching on Exhibit S5-19.3 for the purposes of the parking of aircraft at the contiguous aircraft building gate positions at the Terminal, and related operations (the "**Aircraft Parking Easement**").

20. Appointment as Terminal 3 Hardstand Manager

(a) *Appointment.*

The Port Authority hereby appoints the Lessee as the Terminal 3 Hardstand Manager, such appointment to become effective upon the effective date of the Hardstand Permit, and the Lessee hereby accepts such appointment, in accordance with the terms and conditions set forth below.

(b) *Term.*

(1) The term of the Lessee's appointment as the Terminal 3 Hardstand Manager shall expire on (x) the expiration or earlier termination of the Lease or (y) the expiration or earlier termination of the Hardstand Permit, whichever is earlier.

(2) Notwithstanding the foregoing, the Port Authority may, on thirty (30) days' prior notice, revoke the Lessee's appointment as the Terminal 3 Hardstand Manager if the Lessee is in default in the performance of its obligations under such appointment.

(3) Notwithstanding any provision of this Section 16, of the Lease or of the Hardstand Permit, no breach of the Lessee's obligations as the Terminal 3 Hardstand Manager, no act or omission of the Lessee in performing its obligations as the Terminal 3 Hardstand Manager, and no revocation or termination of the Lessee's appointment as the Terminal 3 Hardstand Manager, shall constitute or be cause for a breach of the Lease by the Lessee.

(c) *Scope of Manager's Activities.*

As the Terminal 3 Hardstand Manager, the Lessee shall, on behalf of the Port Authority, manage the scheduling for and utilization of the Terminal 3 Hardstands (as defined in the Hardstand Permit) for non-live hardstand use and, if and when permitted, for live hardstand use, as more specifically provided in the Hardstand Permit. In providing such management services, the Lessee, as the Terminal 3 Hardstand Manager, shall honor the preferential use rights granted under the Hardstand Permit to Delta and the Permittee's Affiliate Carriers (as defined in the Hardstand Permit).

(d) *Compensation.*

The Lessee acknowledges that, as the Terminal 3 Hardstand Manager, it will derive certain benefits by having access to, and use of, the hardstands on the Terminal 3 Parcel in conjunction with the Lessee's operations at the Premises, and that there are possibilities of deriving revenues (which shall constitute Gross Revenues) in the course of performing its activities as the Terminal 3 Hardstand Manager. Accordingly, the Lessee shall receive no

additional compensation as the Terminal 3 Hardstand Manager.

21. Deletion of Sec. 9.2 of Supp. Agreement No. 1

Section 9.2 of Supplemental Lease Agreement No. 1 is hereby deleted in its entirety.

22. TSA EDS Project

As soon as practicable, the parties hereto shall negotiate in good faith, execute and deliver a supplement to the Lease, as hereby extended, amended and supplemented, to implement the construction of the TSA EDS Project, as defined and described in Section 6.01(k) of the ATA, and the funding thereof by the TSA (as defined in the ATA) as contemplated by such Section 6.01(k).

23. Effect of Amendments

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

(b) Except as otherwise specifically provided, all amendments to the Lease hereunder shall be effective as of the Effective Date.

24. No Broker

Each party represents and warrants to the other that no broker has been concerned in the negotiation of this Fifth Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. Each party shall indemnify and save harmless the other party of and from any and all claims for commissions or brokerage made by any and all Persons, firms or corporations whatsoever for services provided to or on behalf of the indemnifying party in connection with the negotiation and execution of this Fifth Supplemental Agreement.

25. No Personal Liability

No Commissioner, officer, agent or employee of the Port Authority shall be charged personally or held contractually liable under any term or provision of this Fifth Supplemental Agreement or because of its execution or attempted execution or because of any breach or alleged or attempted breach thereof.

26. Miscellaneous

(a) *OFAC Compliance.*

(1) The Lessee hereby represents and warrants to the Port Authority that the Lessee (x) is not, and shall not become, a person or entity with whom the Port Authority is restricted from doing business under the regulations of the Office of Foreign Assets Control (**"OFAC"**) of the United States Department of the Treasury (including without limitation those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including without limitation Executive Order 13224 of September 23, 2001, *Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism*), or other governmental action, and (y) is not engaging and shall not engage in any dealings or transactions with, and is not and shall not be otherwise associated with (as determined by the Secretary of the Treasury of the United States of America), such persons or entities. The Lessee acknowledges that the Port Authority is entering into this Agreement in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing the Port Authority to enter into and execute this Agreement. In the event of any breach of any of the foregoing representations and warranties by the Lessee, the Port Authority shall have the right, in addition to any and all other remedies provided under this Agreement or at law or in equity, to immediately terminate this Agreement upon written notice to the Lessee. The Lessee further acknowledges that there shall be no cure for such a breach. In the event of any such termination by the

Port Authority, the Lessee shall, immediately on receipt of the Port Authority's termination notice, cease all use of and operations permitted under this Agreement and surrender possession of the Premises to the Port Authority without the Port Authority being required to resort to any other legal process. Termination on the afore-described basis shall be deemed a termination for cause.

(2) The Lessee shall indemnify and hold harmless the Port Authority and its Commissioners, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with the Lessee's breach of any of its representations and warranties made under this Section. Upon the request of the Port Authority, the Lessee shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

(3) The provisions of this Section shall survive the expiration or earlier termination of the Term.

(b) *Construction and Application of Terms.*

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

(2) Unless otherwise expressly specified, the terms, provisions and obligations contained in the Exhibits and Schedules attached hereto, whether there set out in full or as amendments of, or supplements to provisions elsewhere in the Agreement stated, shall

have the same force and effect as if herein set forth in full.

(3) If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

(4) The fact that certain of the terms and provisions hereunder are expressly stated to survive the expiration or termination of the letting hereunder shall not mean that those provisions hereunder which are not expressly stated to survive shall terminate or expire on the expiration or termination of the letting hereunder and do not survive such termination or expiration.

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

(6) The parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this Agreement or any amendments, addenda or supplements hereto or any Exhibits or Schedules hereto.

(7) This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by the laws of the State of New York, without reference to the conflicts of law provisions thereof.

(c) *Entire Agreement*. This Fifth Supplemental Agreement and the Lease together constitute the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed by both the Port Authority and the Lessee. The Lessee and the Port Authority each agree that no representations or warranties shall be binding upon the other unless expressed in writing in the Lease or in this Fifth Supplemental Agreement.

(d) *Execution in Counterpart*. This Fifth Supplemental Agreement may be executed in any number of counterparts, but not facsimile counterparts, each of which shall constitute an original agreement, and

all of which together shall constitute one and the same agreement.

[SIGNATURES TO FOLLOW]

EXECUTION

In witness of their foregoing agreement, the Port Authority and the Lessee, intending to be legally bound, have executed these presents as of the date first written above.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

ATTEST:

Lawrence S. Hofmeister
Assistant Secretary

(name) DAVID KAGAN
(title) ASSISTANT DIRECTOR, AVIATION DEP'T
Business, Properties & Airport Development

JFK INTERNATIONAL AIR TERMINAL LLC

ATTEST:

(name)
(title)

(name)
(title)

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

JJL

ACKNOWLEDGEMENT

FOR THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

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

On the 7th day of December in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared David Kagan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Marie Carolle Tertulien

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

EXECUTION

In witness of their foregoing agreement, the Port Authority and the Lessee, intending to be legally bound, have executed these presents as of the date first written above.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

ATTEST:

Secretary

(name)
(title)

JFK INTERNATIONAL AIR TERMINAL LLC

ATTEST:

(name) Michael P. McGuigan
(title) Attorney

(name) Michael E. Sibilia
(title) Chief Financial Officer

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

JJL

FOR JFK INTERNATIONAL AIR TERMINAL LLC

STATE OF NEW YORK
) ss.
COUNTY OF NEW YORK

On the 6th day of DECEMBER in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael E. Sibilia, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STEFANI SANATAR
NOTARY PUBLIC, State of New York
No. 01SA6165955
Qualified in Queens County
Certificate Filed in New York County
Commission Expires May 14, 2011

EXECUTION

ANCHOR TENANT AGREEMENT

dated as of

December 9, 2010

between

JFK INTERNATIONAL AIR TERMINAL LLC

and

DELTA AIR LINES, INC.

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ANCHOR TENANT AGREEMENT

ANCHOR TENANT AGREEMENT dated as of December 9, 2010, by and between JFK INTERNATIONAL AIR TERMINAL LLC, a limited liability company organized and existing under the Laws of New York and having its principal place of business at Terminal 4, Room 2400, John F. Kennedy International Airport, Jamaica, New York 11430 (together with its permitted successors and assigns, "**IAT**") and DELTA AIR LINES, INC., a corporation organized and existing under the Laws of Delaware and having its principal place of business at 1030 Delta Boulevard, Atlanta, Georgia 30354 (together with its permitted successors and assigns "**Delta**").

WITNESSETH:

WHEREAS, the City owns the Airport which includes the Terminal 4 Site on which Terminal 4 is located; and

WHEREAS, the Port Authority currently leases the land on which the Airport is located, including the Terminal 4 Site, from the City pursuant to the Basic Lease; and

WHEREAS, IAT currently leases Terminal 4 from the Port Authority pursuant to the Port/IAT Lease; and

WHEREAS, Delta currently occupies a portion of Terminal 4 pursuant to the Delta Space Permit; and

WHEREAS, Delta and IAT desire to replace the Delta Space Permit with the terms of this Agreement, except where otherwise provided herein; and

WHEREAS, Delta desires to construct and complete the Phase I IAT Project for Delta's occupancy and use as provided for herein; and

WHEREAS, IAT desires to lease the Delta Premises to Delta and Delta desires to lease the Delta Premises from IAT as set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, and the mutual covenants, agreements, conditions, representations, warranties and other provisions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

ARTICLE 1.
DEFINITIONS; INTERPRETATION

Section 1.01. Definitions. (a) As used in this Agreement, the following terms have the following meanings:

"**2026 Capital Repairs**" is defined in Section 36.08.

"**2026 Capital Repairs Financing**" is defined in Section 36.08.

"**2026 Condition Survey**" is defined in Section 36.08.

"**Actual Knowledge**" means the actual knowledge of or receipt of written notice by, (i) with respect to IAT, IAT's President/Terminal Manager or Chief Financial Officer or President or Vice President and Chief Financial Officer of JFK IAT Member, and (ii) with respect to Delta, any Delta employee with the title of Director – Corporate Real Estate, Senior Vice President – Finance, Vice President – Corporate Real Estate, Vice President-Airport Customer Service-JFK, or Regional Director – Corporate Real Estate, and Delta employees with direct supervisory authority over such positions.

"**Additional Phase I Gates**" is defined in Section 2.03.

"**Additional Re-lifing Rental**" is defined in Section 36.08.

"**Additional Rent**" means the Additional Re-lifing Rental and any and all charges, payments and amounts required to be paid by Delta to IAT pursuant to this Agreement, except payments of and amounts included in the Delta Rent.

"**Adjusted Terminal Management Fees**" is defined in Schedule 7-4.

"**Affiliate**" means with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power, whether or not exercised, to direct or cause the direction of the management or policies of any Person, whether through ownership of voting securities, membership interests, partnership interests or other ownership interests, by contract or otherwise, *provided that*, without limiting the foregoing, except as otherwise provided herein, any Person who owns or controls directly or indirectly 10% (25% for a Person whose shares are listed on a nationally recognized stock exchange) or more of the securities having ordinary voting power for the election of directors or other governing body of a corporation or 10% (25% for a Person whose shares are listed on a nationally recognized stock exchange) or more of the membership, partnership or other ownership interests of any other Person shall be deemed to control such corporation or other Person, *provided, further, that*, for purposes of this Agreement, Delta shall not be an "Affiliate" of IAT or JFK IAT Member nor shall IAT or JFK IAT Member be an "Affiliate" of Delta.

"**Agreement**" means this Anchor Tenant Agreement.

"**Airline Activities**" means the carriage by aircraft of passengers for hire, the carriage of baggage, cargo and mail in connection therewith and all other lawful business activities incidental thereto or associated therewith.

"**Airport**" is defined in the Port/IAT Lease.

"**Airport Security Program**" is defined in Section 11.01.

"**Annual Period**" means each period commencing on December 1 of any calendar year and ending on November 30 of the immediately succeeding calendar year, from and including the Effective Date to and including the earlier to occur of the Expiration Date or the Termination Date of this Agreement, except that the first Annual Period shall be the period from and including the Effective Date to and including the immediately following November 30 and the last Annual Period shall be the period from and including December 1 of the calendar year immediately preceding the date on which the Expiration Date or the Termination Date (as applicable) occurs to and including the Expiration Date or the Termination Date (as applicable).

"**AOA**" means the air operation areas as defined in 49 C.F.R. § 1542.203 now or hereafter located on the Airport.

"**Approved Contractor**" means any third party contractor that possesses the required permits from the Port Authority to perform the services for which it is retained selected as follows: (i) in respect of the Phase I IAT Project, Phase II or Phase III, as approved by IAT and Delta from time to time for the purpose of providing construction work, labor, materials or services in or on Terminal 4, including any Construction Contractor, (ii) in respect of other work, labor, materials or services in or on Terminal 4, as selected by the contracting party who has responsibility for such work, labor, materials or services pursuant to this Agreement, the Port/IAT Lease, any other Transaction Document or as otherwise agreed to in writing by IAT and Delta, and (iii) in respect to Handling Services as selected by IAT.

"**Assumed Environmental Damages**" means:

(a) Damages relating to the following events occurring or conditions originating subsequent to the Delta Space Permit Effective Date and prior to the end of the Term (i) the presence on, about or under the Delta Space of any Hazardous Substance, and/or (ii) the Release or threatened Release of any Hazardous Substance from the Delta Space, and/or (iii) the presence of any Hazardous Substance on, about or under Terminal 4 or other property at the Airport as a result of any Delta Representative's use and occupancy of Terminal 4, the migration of a Hazardous Substance from the Delta Space, or any other activities conducted or work performed by or on behalf of Delta at Terminal 4, and/or (iv) any personal injury, including wrongful death, or property damage (including natural resource damage), arising out of or related to any Hazardous Substance described in (i), (ii), or (iii) above, and/or (v) the violation of any Environmental Requirement at the Delta Space, except for (A) the portion of such Damages resulting from any act or omission of IAT or its Affiliates or Sublessees, or any of their respective officers, directors, employees, agents, invitees and contractors at any time (in all cases other than the Delta Representatives), (B) the portion of such Damages resulting from the sole gross negligence or willful misconduct of the Port Authority or (C) in the case of Damages

arising out of or relating to the presence of Hazardous Substances on, about or under the Delta Space because of the migration of Hazardous Substance from property other than the Delta Space, provided, however, that the exceptions in the foregoing items (A)-(C) do not apply to Delta's obligations set forth in paragraph (b) immediately below, and provided, further, however, that nothing in this paragraph (a) is intended to limit the obligations of Delta to perform the Remediation in connection with the Phase I IAT Project as described in paragraph (b) below; and

(b) all costs to Remediate, and all costs that may be required to satisfy Environmental Requirements to store, dispose, treat or transport any item or material, including soil and water, containing Hazardous Substances (i) that is excavated at the Terminal 4 Site within the Excavation Boundary without any monetary limit or cap, or (ii) that is excavated at the Terminal 4 Site outside of the Excavation Boundary provided that the costs thereof for which Delta shall be responsible under this clause (ii) shall not exceed the Phase I IAT Project Environmental Cap, and in each case as needed to perform the construction of the Phase I IAT Project in accordance with Environmental Requirements, or if more stringent, in accordance with the requirements of the Port/IAT Lease; *provided that*, Remediation outside of the "Perimeter Dig Area" (as such area is described in the definition of "Excavation Boundary") shall only be performed if required by a Governmental Authority as a result of the discovery of Hazardous Substances within the Perimeter Dig Area that extend outside of the Perimeter Dig Area, unless performance of Remediation is required by the Port Authority in order for it to be in compliance with, in its judgement, the Basic Lease, in which case the Remediation shall be undertaken and completed to attain such compliance to the satisfaction of the Port Authority. Delta and IAT acknowledge that Delta shall pay Delta's Share of ATA Permitted Remediation Costs.

"**ATA Airline Sublease**" means a Sublease made by Delta to any Delta Affiliate Carrier, or IAT to any Contract Carrier, in each case in accordance with the terms of the Port/IAT Lease, this Agreement and the Port Authority Consent to Sublease.

"**ATA Airline Sublessee**" means a sublessee, licensee or other occupant under an ATA Airline Sublease.

"**ATA Permitted O&M Expenses**" means those items of Permitted O&M Expenses and other expenses set forth in Schedule 1-1, and any other amounts specified in this Agreement to constitute or be payable as ATA Permitted O&M Expenses.

"**ATA Permitted Remediation Costs**" means those costs for Remediation (without duplication for Assumed Environmental Damages) at Terminal 4 (or because of Hazardous Substances originating from Terminal 4) that must be performed because of Environmental Requirements, are not incurred because of, or in connection with, the construction of the Phase I IAT Project, and: (i) are not recoverable directly from a Sublessee through such Sublessee's indemnification obligations to IAT, and (ii) are not already included in Delta Rent as an ATA Permitted O&M Expense.

"**Baggage System**" means and includes all systems, facilities, fixtures and equipment necessary or appropriate for moving passengers' baggage and/or personal property in and around Terminal 4.

"**Base Line Plans**" is defined in Section 6.01(c).

"**Basic Lease**" means the Amended and Restated Agreement of Lease of the Municipal Air Terminals, dated November 24, 2004, between the City and the Port Authority. By said agreement, the City leases to the Port Authority the land on which the Airport is located.

"**Basis of Design**" means, collectively, (i) Delta Air Lines JFK Terminal 4 Concourse B Extension Basis of Design, Job Number 132040; (ii) Delta Air Lines JFK Terminal 4 Headhouse Expansion Basis of Design, Job Number 132040; and (iii) Passenger Bridge T3 / T4 John F. Kennedy International Airport, Basis of Design, issued for TAA review, each prepared by ARUP/SOM, a joint venture of Skidmore, Owings, Merrill LLP Architects and Ove Arup & Partners Consulting Engineers PC related to the design and completion of the Phase I IAT Project, subject in each case to the prior approval from time to time by the Port Authority,

"**BIDS**" is defined in Section 8.07.

"**Bond Documents**" means the Series 6 Bond Documents and the Series 8 Bond Documents.

"**Bond Insurer[s]**" means MBIA Insurance Corporation as the bond insurer under the Series 6 Bond Documents.

"**Bond Resolution**" means that certain Special Project Bond Series Resolution adopted by the board of directors of the Port Authority on August 5, 2010, entitled "Special Project Bonds, Series 8 and 9, JFK International Air Terminal LLC Project – Establishment and Authorization of Issuance", including any amendments, modifications or supplements thereto.

"**Bonds**" means the Series 6 Bonds and the Series 8 Bonds.

"**Budget**" is defined in Section 10.03(a).

"**Budgetary Limits**" is defined in Section 6.01(b).

"**Business Day**" is defined in the Port/IAT Lease and means any day other than a Saturday, a Sunday, a legal holiday or a day on which banking institutions in the Port of New York District are required or authorized by Law to remain closed.

"**Capital Expenditure**" means any expenditure treated as capital in nature in accordance with GAAP.

"**Capital Repair**" means any renovation or replacement of Terminal 4 (or portion thereof) the cost of which constitutes a Capital Expenditure.

"**Cash Deposit**" is defined in Section 16.04.

"**City**" means The City of New York, a municipal corporation of the State of New York.

"**Civil Aircraft Operator**" is defined in the Port/IAT Lease and means a Person engaged in civil transportation by aircraft or otherwise operating aircraft for civilian purposes, whether governmental or private. If any such Person is also engaged in the operation of aircraft for military, naval or air force purposes, he or she shall be deemed to be a Civil Aircraft Operator only to the extent that he or she engages in the operation of aircraft for civilian purposes.

"**Code**" is defined in the Port/IAT Lease and means the Internal Revenue Code of 1986 and any amendments or successors thereto and any regulations promulgated thereunder.

"**Common Space**" is defined in Section 2.01(c).

"**Comprehensive Retail Plan**" is defined in the Port/IAT Lease.

"**Concession Master Plan**" means a plan (subject to Section 44 of the Port/IAT Lease) prepared with a view toward enhancing customer service at Terminal 4 related to concession services to be provided at Terminal 4 developed and approved by IAT in consultation with Delta and the Concessions Subcommittee.

"**Concession Space**" means the existing areas in Terminal 4 designated for concessionaires as shown on Exhibit A-1, pages 14 through 18 (inclusive), and following Phase I DBO any additional areas in Terminal 4 designated for concessionaires as part of the Phase I IAT Project.

"**Concession Sublease**" means a Sublease made by IAT for use of any portion of the Concession Space.

"**Concession Sublessee**" means a sublessee, licensee or other occupant under a Concession Sublease.

"**Concessions Subcommittee**" is defined in Section 14.01.

"**Concourse A**" means the east passenger concourse of Terminal 4 as shown on Exhibit A-1, page 1, including the related aircraft parking, apron and ramp.

"**Concourse B**" means the west passenger concourse of Terminal 4 as shown on Exhibit A-1, page 1, including the related aircraft parking, apron and ramp, and following Phase I DBO the Phase I Concourse B Expansion.

"**Construction Administrator**" means AECOM USA, Inc., or any replacement thereof selected by Delta and IAT to act as Construction Administrator under the Construction Administration Agreement.

"**Construction Administration Agreement**" means the Construction Administration Services Agreement, dated as of April 13, 2010, between Delta and the Construction Administrator, as approved by IAT and as amended or replaced from time to time in accordance with the terms of this Agreement.

"**Construction Contract Assignment Agreement**" is defined in Section 6.01(g).

"**Construction Contractor**" is defined in Section 12.05.

"**Contract Carrier**" means an ATA Airline Sublessee in Terminal 4, holding an ATA Airline Sublease by, through or under IAT at any time and from time to time, including (i) any Delta Code Share Carrier using space in Terminal 4 (all of which must hold their ATA Airline Subleases by, through or under IAT) and (ii) any Delta Affiliate Carrier that holds its ATA Airline Sublease by, through or under IAT (it being understood that "Contract Carrier" shall not include Delta or any Delta Affiliate Carrier that holds its ATA Airline Sublease by, through or under Delta).

"**Contractor Consent and Agreement**" is defined in Section 6.01(g).

"**Control Tower**" is defined in the Port/IAT Lease and means the building in which the air traffic control tower for the Airport is located, known as Building No. 156.

"**Control Tower Space**" is defined in the Port/IAT Lease.

"**Cost Overruns**" means costs of the Phase I IAT Project in excess of the proceeds of the Series 8 Bonds available to pay such costs.

"**Costs of the 2026 Capital Repairs**" is defined in Section 36.08.

"**CUTE System**" is defined in Section 8.09(a).

"**Damages**" is defined in Section 24.01.

"**Defense Counsel**" is defined in Section 24.03.

"**Defense Notice**" is defined in Section 24.03.

"**Delta Affiliate Carrier**" means (i) any Scheduled Aircraft Operator that has been granted by the United States Department of Transportation immunity from the United States antitrust laws with respect to an international airline alliance with Delta, or (ii) any Scheduled Aircraft Operator that is wholly owned by Delta or which is wholly owned by the direct or indirect owner of Delta, or (iii) any Scheduled Aircraft Operator that operates under a Delta trade name and whose flights to and from the Airport are operated under Delta's two letter designator code.

"**Delta TAA Certificate**" means the TAA Certificate of Delta Air Lines, Inc. delivered by Delta to IAT on the Effective Date.

"**Delta Code Share Carrier**" means any Scheduled Aircraft Operator that is not a Delta Affiliate Carrier which (i) uses Delta's designator code or a common designator code with Delta on some or all of its flights to or from the Airport, or (ii) participates with Delta in the SkyTeam® alliance.

"**Delta Gates**" means the Gates subleased by Delta from IAT from time to time under this Agreement.

"Delta Hardstand Positions" is defined in Section 13.01(a).

"Delta Marks" is defined in Section 8.14(a).

"Delta Nonpublic Space" means any space within the Delta Space used for office, operations, club room, passenger lounge or storage purposes or similar space, in all cases which is not open to the general public and is used exclusively by Delta, Delta Affiliate Carriers, and other Persons subleasing from Delta pursuant to Section 17.01(c), wherever such space may be located from time to time within the Delta Space.

"Delta Parties" is defined in Section 24.02.

"Delta Premises" is defined in Section 2.01(a).

"Delta Rent" means, Pre-DBO Rent, Interim Rent, or Post-DBO Rent, as applicable and as adjusted in accordance with Article 7.

"Delta Representatives" means Delta, Delta's Affiliates and Sublessees, and their respective officers, directors, employees, agents, invitees and contractors.

"Delta Schedule" is defined in Section 13.01(a).

"Delta Space" is defined in Section 2.01(d).

"Delta Space Permit" means the John F. Kennedy International Airport Terminal 4 Space Permit, dated as of January 1, 2009, between IAT and Delta.

"Delta Space Permit Effective Date" means May 13, 2001.

"Delta Taxes" is defined in Section 19.01.

"Delta Tax Lien" is defined in Section 19.03.

"Delta Terminal System" is defined in Section 8.09(a).

"Delta Trade Fixtures P&S" is defined in Section 6.04(b).

"Delta Users" is defined in Section 24.01.

"Delta's Parking Space Costs" means a monthly amount equal to (i) the number of parking spaces included within the Delta Premises for all or any portion of such month, multiplied by (ii) the lowest monthly automobile parking fee charged to any other Contract Carrier for use of the automobile parking area at Terminal 4, which shall be pro-rated for partial months.

"Delta's Share of ATA Permitted Remediation Costs" means an amount equal to Delta's share of the ATA Permitted Remediation Costs which shall be calculated based upon the ratio of the number of Delta and Delta Affiliate Carrier passengers arriving or departing from Terminal 4 from the Delta Space Permit Effective Date through the applicable date of

determination, divided by the total number of passengers arriving and departing from Terminal 4 during the applicable period; provided that, under no circumstance shall Delta's Share of ATA Permitted Remediation Costs include any Assumed Environmental Damages consisting of costs or expenses related to Remediation performed outside of the Excavation Boundary in connection with the Phase I IAT Project.

"**Direct or Indirect Owner**" is defined in the Port/IAT Lease and means a reference to ownership on a cumulative basis, whether or not through subsidiaries.

"**Effective Date**" means the date first written above, which shall be the date upon which Delta and IAT become legally bound by the terms and conditions of this Agreement.

"**Emergency Repairs**" is defined in Section 9.05.

"**Environmental Requirements**" is defined in the Port/IAT Lease and means all applicable present and future laws, statutes, enactments, resolutions, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, the foregoing to include, without limitation:

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

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

"**Escrow Account**" means the account maintained pursuant to the Escrow Agreement and which shall be the account into which any Cash Deposit required to be posted by Delta pursuant to Section 16.04 shall be deposited.

"**Escrow Agent**" means the escrow agent under the Escrow Agreement, which escrow agent shall be selected by the Bond Insurer and reasonably satisfactory to each of Delta and IAT.

"**Escrow Agreement**" means an escrow agreement with the Escrow Agent in form and substance reasonably acceptable to IAT, the Bond Insurer, and Delta, pursuant to which the Escrow Agent will maintain the Escrow Account and which shall set forth the terms and provisions concerning IAT's, the Bond Insurer's, the Escrow Agent's and Delta's respective rights and obligations thereunder and in respect of the Escrow Account and Cash Deposit deposited therein, including, among other matters, (i) the periodic application of same in accordance with Section 16.04, and (ii) the release of any remaining Cash Deposit to Delta when and if the release conditions set forth in Section 16.04 are satisfied, or a Letter of Credit meeting the requirements of Section 16.04 has been delivered by Delta.

"**Event of Default**" is defined in Section 26.01.

"**Excavation Boundary**" means the boundary or boundaries around the perimeter of the following areas: the footprint, as actually excavated, of the proposed Phase I Concourse B Expansion, the Phase I Headhouse Improvements, and related improvements to apron, ramp, and taxiway areas identified on Exhibit A-2, page 1 as "Perimeter Dig Area", together with additional excavated areas adjacent thereto for which excavation is performed pursuant to the plans and specifications included within the Phase I IAT Project Contract Documents related to excavation and construction for purposes of completing the Phase I IAT Project, plus a ten (10) foot wide (measured from the widest extent, surface or subsurface, of such excavations) strip of land adjacent to such foregoing areas; *provided, however, that,* to the extent such boundary or boundaries, as described above, would cross the lease line dividing the Terminal 4 Site and the Terminal 3 Site, the Excavation Boundary shall be deemed to coincide with such dividing line; Remediation of the Terminal 3 Site shall be governed by the Port/Delta Lease and shall not be subject to any Phase I IAT Project Environmental Cap.

"**Excluded Environmental Damages**" means any Damages, other than any Assumed Environmental Damages and Delta's Share of ATA Permitted Remediation Costs, for the following: (i) the presence on, about or under Terminal 4 of any Hazardous Substance, and/or (ii) the Release or threatened Release of any Hazardous Substance from Terminal 4, and/or (iii) the presence of any Hazardous Substance on, about or under Terminal 4 or other property at the Airport as a result of the use and occupancy of Terminal 4 or a migration of a Hazardous Substance from Terminal 4, and/or (iv) any personal injury, including wrongful death, or property damage (including natural resource damage), arising out of or related to any Hazardous Substance described in (i), (ii) or (iii) above, and/or (v) the violation of any Environmental Requirement at Terminal 4.

"**Expiration Date**" is defined in Section 3.01.

"**FIDS**" is defined in Section 8.07.

"**FIS Facility**" or "**Federal Inspection Services Facility**" means those portions of Terminal 4, including the space in the Headhouse shown as "**Shared FIS**" on Exhibit A-2, pages 2 through 6 (inclusive), used from time to time by the United States Government for keeping in a segregated area quarantined individuals and goods and for the inspection of Terminal 4 passengers, their baggage and other belongings by officials of the United States Customs and Border Protection or other agencies, bureaus, services or subdivisions of the United States Government.

"**Force Majeure Events**" is defined in Section 36.01.

"**GAAP**" means generally accepted accounting principles in the United States as in effect from time to time as promulgated by the Financial Accounting Standards Board, which establishes standards for financial accounting and reporting that are authorized by the United States Securities and Exchange Commission, or a successor Person exercising such functions.

"**Gate**" means an aircraft parking position, holdroom and related operations space at Terminal 4 for active loading and unloading of passengers.

"**Governmental Authority**" is defined in the Port/IAT Lease and means federal, state, municipal and other governmental authorities, boards and agencies of any state, nation or government, except that it shall not be construed to include the Port Authority.

"**Governmental Authorization**" is defined in the Port/IAT Lease and means, for purposes of this Agreement, all consents, licenses, certificates, permits or other authorization from all Governmental Authorities having jurisdiction over (a) with respect to Delta, the operations of Delta which may be necessary for the conduct of Delta's operations at the Delta Premises and (b) with respect to IAT, the operations of IAT which may be necessary for the conduct of IAT's operations at Terminal 4.

"**Handling Services**" is defined in the Port/IAT Lease and means and includes, collectively, those services commonly known as "Ramp Services" which include, but are not limited to, aircraft ground handling, interior and exterior aircraft cleaning, baggage loading and unloading from aircraft, the transportation of passengers to and from aircraft for the purpose of enplanement and deplanement and the performance of ground services incidental to flight, such as pre- flight briefing of air crews, and those services commonly known as "Passenger Handling Services", which include, but are not limited to, passenger ticketing, passenger assistance and passenger information services.

"**Hardstand Position**" means a remote aircraft parking position on the Terminal 4 Site not located at a Gate.

"**Hazardous Substance**" is defined in the Port/IAT Lease and means and includes, without limitation, any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, inflammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls ("PCBs"), chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and other substances which have been and continue to be or in the future shall be declared to be hazardous or toxic, or the removal of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have been and continue to be or in the future shall be restricted, prohibited, regulated or penalized by any Environmental Requirement.

"**Headhouse**" means the landside terminal building on the Terminal 4 Site (including the proposed expansion thereof, but excluding Concourse A and Concourse B) as shown on Exhibit A-2, pages 12 through 15 (inclusive).

"**IAT**" means JFK International Air Terminal LLC, a limited liability company organized and existing under the Laws of New York, and its successors and assigns.

"**IAT Event of Default**" is defined in Section 27.01.

"**IAT Gates**" means Gates located at Terminal 4 that are not Delta Gates.

"**IAT Marks**" is defined in Section 8.14(b).

"**IAT Nonpublic Space**" means those portions of the IAT Space that are reserved for IAT's exclusive use, that are reserved or leased for the exclusive or shared use by one or more of IAT's Sublessees other than Delta (including for shared use by IAT and one or more such Sublessees) for office, clubroom, passenger lounge, storage or other purposes, or that are not otherwise open to the general public, wherever such space may be located from time to time.

"**IAT Parties**" is defined in Section 24.01.

"**IAT Space**" means that portion of Terminal 4 that is not part of the Delta Space or Common Space.

"**IAT Users**" is defined in Section 24.02.

"**IATA**" is defined in Section 13.01.

"**Indemnified Party**" is defined in Section 24.03.

"**Indemnifying Party**" is defined in Section 24.03.

"**In-Flight Meals**" is defined in the Port/IAT Lease and means the term of art as used in the air transportation industry and in this Agreement that includes food, beverages, snacks, non-reusable supplies, materials, dry goods and all services rendered in connection therewith.

"**Interim Rent**" is defined in Section 7.01(b).

"**JFK IAT Member**" is defined in Section 10.04.

"**Law**" is defined in the Port/IAT Lease and means all applicable provisions of all (a) constitutions, treaties, statutes, laws (including common law), codes, rules, regulations, ordinances or orders of any Governmental Authority or the Port Authority, (b) Governmental Authorizations and (c) orders, decisions, injunctions, judgments, awards and decrees of any Governmental Authority or the Port Authority.

"**Lessor Party**" means the Port Authority, the City, or any future operator of the Airport with the ability to grant a leasehold interest in Terminal 4.

"**Letter of Credit**" is defined in Section 16.04.

"**Light Rail System**" is defined in the Port/IAT Lease.

"**Liquidity**" means the sum of Unrestricted Cash and Unused Committed Credit Facilities.

"**Liquidity Report**" is defined in Section 16.04.

"**Major Contract**" is defined in Section 6.01(g).

"**Management Committee**" is defined in Section 10.02(a).

"**Master Plan**" means the long-term plans for the development of the Terminal 4 Site and the Terminal 3 Site as shown in Exhibit B attached hereto, which resulted from the cooperative planning efforts of Delta, IAT and the Port Authority, and which may change from time to time by agreement among Delta, IAT and the Port Authority, but which must remain at all times consistent with the requirements of the Port/IAT Lease and/or the Bond Documents.

"**Material Adverse Effect**" means the results of taking or failing to take a particular action that could reasonably be expected to result in any of the following: (i) Delta's leasehold interest or use and enjoyment of the Delta Premises as contemplated by this Agreement is materially and adversely affected, (ii) Delta's financial obligations under this Agreement, become more burdensome to Delta in any material respect, (iii) Delta's nonmonetary obligations are materially and adversely modified, or (iv) Delta's rights under this Agreement are diminished in any material respect.

"**New Lease**" is defined in the Port/IAT Lease.

"**Notice of Disagreement**" is defined in Section 10.04.

"**NYSDEC**" means the New York State Department of Environmental Conservation.

"**O&M Services**" and "**O&M**" have the same meaning and are defined in Section 9.01(a).

"**Operations Advisory Committee**" is defined in Section 10.01.

"**Option Effective Date**" is defined in Section 35.01.

"**Option Space**" and "**Option Spaces**" is defined in Section 35.01.

"**PA Default**" means the occurrence of a fact or circumstance that, with the giving of notice or passage of time, or both, shall become a PA Event of Default.

"**PA Event of Default**" means an Event of Default, as defined in the Port/IAT Lease.

"**PA Notice of Default**" means a Notice of Default, as defined in the Port/IAT Lease.

"**PA Lease Trigger Event**" means a Trigger Event, as defined in the Port/IAT Lease.

"**Permitted O&M Expenses**" is defined in the Port/IAT Lease.

"**Person**" is defined in the Port/IAT Lease and means not only a natural person, corporation or other legal entity, but also two or more natural persons, corporations or other legal entities acting jointly as a firm, partnership, unincorporated association, consortium, joint adventurers or otherwise.

"**Phase I**" means the first phase of the Master Plan as shown in Exhibit B, page 1 comprising the Phase I IAT Project, the Phase I Delta Project, and the Terminal 2-4 Connector.

"**Phase I Concourse B Expansion**" means the portion of the Phase I IAT Project comprising improvements and renovations to the existing Concourse B, and the extension of Concourse B to add 9 Gates as shown on Exhibit A-2, pages 7 through 9 (inclusive).

"**Phase I DBO**" means the date upon which the 2010 Expansion DBO occurs as such term is defined in the Port/IAT Lease.

"**Phase I Delta Project**" means the second portion of Phase I comprising the demolition of Terminal 3, improvements to the Terminal 3 Site utilities, and the paving and creation of initially 16 hardstands on the Terminal 3 Site.

"**Phase I Headhouse Improvements**" means the portion of the Phase I IAT Project comprising the additions and modifications to the Headhouse, including without limitation the TSA EDS Project, the FIS Facility, bag claim, security check points, bag make-up and other processing areas as shown on Exhibit A-2, pages 12 through 15 (inclusive).

"**Phase I IAT Project**" means the first portion of Phase I, comprising the Phase I Concourse B Expansion, improvements to taxilanes and throats on the Terminal 4 Site, and the Phase I Headhouse Improvements.

"**Phase I IAT Project Construction Contracts**" means those contracts that are entered into in connection with the Phase I IAT Project for the performance of design, engineering and/or construction related services, except for any such contracts that relate solely to Delta's trade fixtures and personal property.

"**Phase I IAT Project Construction Period**" means the period from the Effective Date through Phase I DBO.

"**Phase I IAT Project Contract Documents**" is defined in Section 6.01(e).

"**Phase I IAT Project Environmental Cap**" means an amount equal to $10,000,000, to the extent such amounts are in respect of Assumed Environmental Damages identified in clause (b)(ii) of the definition of Assumed Environmental Damages.

"**Phase II**" means the second phase of the Master Plan as it may change from time to time by agreement among Delta, IAT and the Port Authority, presently expected to include a further extension of Concourse B of Terminal 4 to add 11 regional jet Gates as shown on Exhibit B, page 2.

"**Phase II Space**" is defined in Section 35.01.

"**Phase II/III Option**" is defined in Section 35.01.

"**Phase III**" means the final phase of the Master Plan as it may change from time to time by agreement among Delta, IAT and the Port Authority, presently expected to include an extension of Concourse A and, as necessary, modifications to the Headhouse as shown on Exhibit B, page 3.

"**Phase III Space**" is defined in Section 35.01.

"**Phasing Strategy**" means a strategy to be developed and implemented by IAT to relocate Contract Carriers within Terminal 4 or from Terminal 4 to other terminals at the Airport in order to facilitate the availability of the applicable Gates for Delta's use as provided for in this Agreement, that shall provide, inter alia, that such Contract Carriers will not be forced to leave Terminal 4. IAT will periodically consult with the Airport General Manager during the development of the strategy, at which times the Airport General Manager may express concerns, including concerns relating to the Port Authority's grant assurances, to which IAT will give consideration in the implementation of the strategy, it being understood that the Airport General Manager shall take into consideration IAT's obligations under Section 2.03 when expressing such concerns.

"**Port Authority**" means the Port Authority of New York and New Jersey, a body corporate and politic created and existing under and by virtue of the Compact of April 30, 1921 between the States of New York and New Jersey and thereafter consented to by the Congress of the United States of America, together with its successors and assigns.

"**Port Authority Consent to Sublease**" means the consent agreement among the Port Authority, Delta, and IAT, whereby, among other things, the Port Authority grants its consent to this Agreement, or, if contained in a supplement to the Port/IAT Lease, as set forth in the Port/IAT Lease, as supplemented.

"**Port Authority Handling Fee**" means the amount of money due the Port Authority pursuant to the Port/IAT Lease (including Sections 62 and 8(I)(c) thereof), with respect to Handling Services.

"**Port Authority Rules and Regulations**" is defined in Section 8.03.

"**Port/Delta Lease**" means the lease agreement, dated as of January 1, 1993, and known as Lease No. AYC-325 between the Port Authority and Delta with respect to Terminal 2 and Terminal 3 as the same has heretofore been amended, supplemented or otherwise modified.

"**Port/IAT Lease**" means the agreement of lease, effective as of May 13, 1997 and known as Lease No. AYC-685 between the Port Authority and IAT as the same has heretofore been amended, supplemented or otherwise modified as described in Schedule 4-1, pursuant to which the Port Authority leases Terminal 4 to IAT.

"**Port of New York District**" is defined in the Port/IAT Lease.

"**Post-DBO Rent**" is defined in Schedule 7-3(a).

"**Pre-DBO Delta Premises**" means the Delta Premises prior to Phase I DBO, as described in Section 2.01(a)(i).

"**Pre-DBO Rent**" is defined in Schedule 7-1.

"**Prime Rate**" means, on any date, the rate published in the Federal Reserve Statistical Release of Selected Interest Rates (Board of Governors of The Federal Reserve System Publication 14.15(519)) as the bank prime loan rate; or, if no bank prime loan rate is published for the date in question, the date next preceding the date in question for which such rate is published; or, if more than one bank prime loan rate is published for any such date, the average of such rates; or, if such bank prime loan rate is no longer published, the Prime Rate shall be the rate published in a substitute index (reflecting the average of the prime or base rates published by the top (by assets in domestic offices) insured, US-chartered, commercial banks) selected by Delta and approved by IAT.

"**Project Costs**" means those costs and expenses incurred with respect to the development, construction and completion of the Phase I IAT Project which qualify as 2010 Expansion Project Costs as defined in the Bond Resolution; *provided, that,* the cost of employees of Delta allocable to design, construction and completion of the Phase I IAT Project shall not exceed $1,000,000.

"**Public Aircraft Facilities**" is defined in the Port/IAT Lease and means the following facilities, as they may from time to time be provided and maintained by the Port Authority at the Airport for public and common use, including use by Civil Aircraft Operators, for the following purposes and which (except by reason of force majeure as provided in the General Airport Agreement) are usable for such purposes:

(i) Public Aircraft Parking and Storage Area; and

(ii) Public Ramp and Apron Area; and

(iii) Runways; and

(iv) Taxiways; and

(v) Facilities Incidental to the Runways, Ramp and Apron Area, Aircraft Parking and Storage Area and Taxiways.

"**Qualified Costs**" is defined in the Trust Administration Agreement.

"**Qualified L/C Provider**" means a United States state or federally chartered bank or a non-United States bank acting through a United States branch or agency office, which has senior unsecured long-term debt or deposits which are rated at least "A" by Standard & Poor's Ratings Group, a division of The McGraw-Hill Companies and at least "A2" by Moody's Investors Service, Inc.

"**Records**" is defined in Section 15.01.

"**Reimbursement**" is defined in Section 5.02(h).

"**Reimbursement Payment**" is defined in Section 5.02(h).

"**Reimbursement Payor**" is defined in Section 5.02(h).

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, depositing or disposing of any Hazardous Substance into the indoor or outdoor environment in violation of, or creating liability under, applicable Environmental Requirements.

"**Remediate**" or "**Remediation**" means the investigation (including any feasibility studies or reports), cleanup, removal, abatement, transportation, disposal, treatment (including *in-situ* treatment), management, stabilization, neutralization, collection, or containment of a Hazardous Substance or contamination, that may be required to satisfy Environmental Requirements, including, without limitation, any closure, restoration or monitoring, operations and maintenance activities that may be required by any Government Authority after the completion of such investigation, cleanup, removal, transportation, disposal, treatment, neutralization, collection, or containment activities as well as the performance of any and all obligations imposed by any Governmental Authority in connection with such investigation, cleanup, removal, transportation, disposal, treatment (including *in situ* treatment), management, stabilization, neutralization, collection, or containment (including any such obligation that may be imposed pursuant to an environmental permit or a consent order).

"**Rent**" means the Delta Rent and Additional Rent.

"**Replacement Lease**" means any lease from a Lessor Party to IAT, or its successor as operator of Terminal 4 upon the expiration of or in substitution for the Port/IAT Lease.

"**Re-lifing Credit**" is defined in Section 36.08.

"**Scheduled Aircraft Operator**" is defined in the Port/IAT Lease and means a Civil Aircraft Operator engaged in transportation by aircraft operated wholly or in part on regular flights to and from the Airport in accordance with published schedules; but so long as the Federal Aviation Act of 1958, or any similar federal statute providing for the issuance of Foreign Air Carrier Permits or Certificates of Public Convenience and Necessity or substantially similar permits or certificates, is in effect, no Person shall be deemed to be a Scheduled Aircraft Operator within the meaning of this Agreement unless it also holds such a permit or certificate.

"**SEC**" means the United States Securities and Exchange Commission, or successor agency.

"**Security Amount**" means (i) prior to January 1, 2018, [redacted] and (ii) from and after January 1, 2018, the greater of (x) [redacted] or (y) fifty percent (50%) of that portion of the Delta Rent paid in the most recently ended Annual Period that is attributable to the following items of Fixed Costs and Variable Costs (as such terms are defined in Schedule 7-3(a)): Ground Rental, Series 8 Bonds Debt Service, ATA Direct O&M Expenses and ATA Indirect O&M Expenses (as each such term is defined in Section 7-3(a)), and Series 6 Debt Service (as such term is defined in the Port/IAT Lease).

"**Semi-Annual Period**" means each period commencing on December 1, or the Effective Date if this Agreement becomes effective after December 1 of a calendar year and before June 1 of the immediately succeeding calendar year, and ending on the next succeeding May 31 (or, if such period commences on May 31, ending on that May 31), or the Expiration Date or the

Termination Date if this Agreement expires or terminates prior to such May 31, and commencing on June 1, or the Effective Date if this Agreement becomes effective after June 1 of a calendar year and before December 1 of such calendar year, and ending on the next succeeding November 30 (or, if such period commences on November 30, ending on that November 30), or the Expiration Date or the Termination Date if this Agreement expires or terminates prior to such November 30.

"**Series 6 Bond Documents**" means the Series 6 Bonds and the documents related thereto listed in Schedule 4-2.

"**Series 6 Bonds**" means The Port of Authority of New York and New Jersey, Special Project Bonds, Series 6, JFK International Air Terminal LLC Project, dated April 1, 1997, in the initial aggregate principal amount of $934,100,000, the proceeds of which were used for the construction of Terminal 4.

"**Series 8 Bonds**" means The Port of Authority of New York and New Jersey, Special Project Bonds, Series 8, JFK International Air Terminal LLC Project in the aggregate principal amount of $796,280,000, dated December 9, 2010, the proceeds of which are to be used primarily for the construction of the Phase I IAT Project and as otherwise permitted by the Series 8 Bond Documents.

"**Series 8 Bond Documents**" means the Series 8 Bonds and the documents related thereto listed in Schedule 4-3.

"**Series 8 First Additional Land Rent**" is defined in Schedule 7-3(a).

"**Series 8 Investment Proceeds**" is defined in the Trust Administration Agreement.

"**Series 8 Issue Date**" is defined in the Trust Administration Agreement.

"**Series 8 Net Sale Proceeds**" is defined in the Trust Administration Agreement.

"**Standard Draw Documentation**" means the documentation (and supporting statements and materials required therewith) required to be delivered by Delta pursuant to Section 6.01(f) to request draws from the proceeds of the Series 8 Bonds, which shall be substantially in the form of Schedule 6-3 (subject to completion of the information required therein applicable to such draw request), or as modified from time to time as reasonably requested by IAT to address changes to the documents and information that IAT may be required to deliver in connection with draw requests under the Series 8 Bond Documents.

"**Sublease**" means any sublease, sub-sublease, license agreement or other occupancy agreement (except this Agreement) made by Delta or IAT to a Sublessee relating to any part of Terminal 4, including any ATA Airline Sublease and any Concession Sublease.

"**Sublessee**" means the sublessee, sub-sublessee, licensee or other occupant under a Sublease, including any ATA Airline Sublease and any Concession Sublease.

"**Substantial Completion**" means, with respect to any construction or improvements contemplated by this Agreement, the date or dates certified by the architect of record for the applicable project as the date when such construction or improvements are sufficiently complete, in accordance with the applicable Phase I IAT Project Contract Document, so that said improvement may be occupied and used for the purpose of operating said improvement as contemplated by this Agreement and such occupancy is permitted by applicable Governmental Authority and/or the Port Authority.

"**Taking**" is defined in Section 22.01.

"**Tax Exempt Bond**" means any obligation the interest on which is exempt from federal income tax under Section 103 of the Code issued to finance or refinance the cost of any aspect of Terminal 4, including the Series 6 Bonds and the Series 8 Bonds.

"**Tax Exempt Financed Property**" is defined in Section 5.02(h).

"**Taxes**" is defined in Section 19.01.

"**Taxiways**" is defined in the Port/IAT Lease.

"**Tax Lien**" means the imposition of a lien, levy or charge by a Governmental Authority against the Delta Premises, Terminal 4 or the Airport resulting from the failure to pay taxes.

"**Term**" means the period from and including the Effective Date to and including the earlier to occur of (1) the Expiration Date, as the Expiration Date may be extended by Delta as provided herein, and (2) the Termination Date.

"**Terminal 2**" means the terminal building and associated land leased by Delta under the Port/Delta Lease, referred to therein as "Terminal 1A" and commonly known as "Building 54" or "Terminal 2" at the Airport, as the same may be altered, replaced or otherwise modified from time to time.

"**Terminal 2-4 Connector**" means the passenger connector (including without limitation people movers) to be constructed in connection with Phase I connecting Terminal 2 with Terminal 4 as shown on Exhibit B, page 1.

"**Terminal 2-4 Connector Area**" means the portion of the Terminal 4 Site containing approximately 0.13 acres shown as "Terminal 2-4 Connector" on Exhibit A-2, page 11 on which a portion of the Terminal 2-4 Connector is to be constructed.

"**Terminal 2-4 Connector P&S**" is defined in Section 6.03(b).

"**Terminal 3**" means the terminal building and associated land leased by Delta under the Port/Delta Lease, referred to therein as "Terminal A" and commonly known as "Building 53" or "Terminal 3" at the Airport, as the same may be altered, replaced or otherwise modified from time to time.

"**Terminal 3 Site**" means a portion of the land on which the Airport is located that is leased by Delta from the Port Authority under the Port/Delta Lease and upon which Terminal 3 is located.

"**Terminal 3 Parking Space Permit**" means the Space Permit – Aircraft Parking, dated as of the date hereof, and known as Permit No. AYE-066 between the Port Authority and Delta with respect to certain parking use at the Terminal 3 Site, as the same may hereafter be amended, supplemented or otherwise modified.

"**Terminal 4**" means the air passenger terminal known as Terminal 4 at the Airport, including (i) the Terminal 4 Site, (ii) all buildings, structures, improvements and building fixtures now or hereafter located on the Terminal 4 Site, and (iii) the related aircraft parking, apron, ramp, taxiway and other aircraft operations areas, and has the same meaning as the term "Premises" under the Port/IAT Lease.

"**Terminal 4 Gate Use Fee**" is defined in Schedule 7-3(b).

"**Terminal 4 Hardstand Use Fee**" is defined in Schedule 7-3(b).

"**Terminal 4 O&M Performance Standards**" is defined in Section 9.03.

"**Terminal 4 Project Bonds**" means the Bonds and any other special project bonds that may be issued by the Port Authority in connection with Terminal 4.

"**Terminal 4 Project Bond Documents**" means, collectively and notwithstanding any duplication, the Bond Documents, the Terminal 4 Project Bonds, and all documents comparable to the Bond Documents that may be executed and/or delivered in connection with the issuance of any Terminal 4 Project Bonds.

"**Terminal 4 Rules and Regulations**" is defined in Section 8.04(a).

"**Terminal 4 Security Plan**" is defined in Section 11.02(a).

"**Terminal 4 Site**" means a portion of the land on which the Airport is located that is leased by IAT from the Port Authority under the Port/IAT Lease and upon which Terminal 4 is and shall be located.

"**Terminal 4 Standards**" is defined in Section 6.01(b).

"**Termination Date**" means that calendar month, day and year on which either Delta or IAT elects to terminate this Agreement pursuant to the terms and conditions set forth in Section 26.05 or Section 27.06, respectively, of this Agreement.

"**Transaction Documents**" means this Agreement, the Bond Documents and the non-disturbance agreements and the other documents listed in Schedule 4-4.

"**Treasury Regulations**" means the regulations of the U.S. Treasury Department issued pursuant to the Code.

"**Triangle Plume**" means that area identified on Exhibit A-2-1 as the "Triangle Plume" and any area at the Airport to which the spill identified as NYSDEC Spill #04-00985 has migrated outside of such designated area.

"**Triangle Responsible Party**" means Triangle Aviation Services, Inc., or their successor, as the responsible party for remediation of NYSDEC Spill #04-00985.

"**Trilateral Committee**" is defined in Section 10.04.

"**Trust Administration Agreement**" means that certain Trust Administration Agreement dated as of May 13, 1997, by and between IAT and Trustee, as modified by that certain First Supplemental Trust Administration Agreement dated as of August 10, 2001, that certain Second Supplemental Trust Administration Agreement dated as of December 20, 2002, that certain Third Supplemental Trust Administration Agreement dated as of January 1, 2004, that certain Fourth Supplemental Trust Administration Agreement dated as of December 1, 2004, that certain Fifth Supplemental Trust Administration Agreement dated as of December 1, 2007, and that certain Sixth Supplemental Trust Administration Agreement dated as of the date hereof, including all appendices thereto as the same may be amended, supplemented or modified from time to time.

"**Trustee[s]**" means The Bank of New York Mellon as the trustee[s] under the Bond Documents (or any successor thereto as trustee under the Bond Documents).

"**TSA**" means the Transportation Security Administration, a department of the United States Department of Homeland Security.

"**TSA EDS Project Costs**" is defined in Section 6.01(k).

"**TSA EDS Project**" is defined in Section 6.01(k).

"**TSA MOA**" means the Memorandum of Agreement between TSA and the Port Authority relating to Baggage Screening Projects for JFK, HSTS04-08-H-CT1236, signed by TSA on September 5, 2008 and by the Port Authority on September 10, 2008.

"**United States**" means the states and territories comprising the United States of America, the District of Columbia, Commonwealth of Puerto Rico, the United States Virgin Islands, American Samoa, Guam, and any other territories or protectorates subject to the jurisdiction of the United States Government.

"**United States Government**" means the United States of America and its agencies, departments, bureaus, boards and instrumentalities.

"**Unrestricted Cash**" means the sum of the line items "Cash" and "Short-Term Investments" in Delta's most recent publicly available financial statements, or if not publicly available, as provided to Bond Insurer, whether audited or unaudited. For avoidance of doubt, such term shall not include restricted cash or restricted short term investments.

"**Unused Committed Credit Facilities**" means the sum of immediate borrowing availability under committed credit agreements, for which Delta is in compliance and is the borrower.

(b) Capitalized terms used but not defined herein have the meanings assigned to them in the Port/IAT Lease. The substantive meaning of the capitalized terms set forth herein that refer to a specific definition set forth in the Port/IAT Lease shall be deemed amended to the extent of, and consistent with, any amendment to such defined term in the Port/IAT Lease, subject to the provisions of Section 5.01(b) of this Agreement.

Section 1.02. *Interpretation.* In this Agreement, unless otherwise specified, (i) singular words include the plural and plural words include the singular; (ii) words which include a number of constituent parts, things or elements, including the terms Delta Premises, Delta Space, Common Space, IAT Space, shall be construed as referring separately to each constituent part, thing or element thereof, as well as to all of such constituent parts, things or elements as a whole; (iii) words importing any gender include the other genders; (iv) references to any Person include such Person's successors and assigns and, in the case of an individual, the word "successors" includes such Person's heirs, devisees, legatees, executors, administrators and personal representatives; (v) references to this Agreement, the Basic Lease, the Port/IAT Lease, any of the Bond Documents, any of the other Transaction Documents and any other agreements and documents shall include all amendments, supplements, extensions, replacements and other modifications thereof now or hereafter in effect; (vi) references to any Law include all applicable rules, regulations and orders adopted or made thereunder, as such rules, regulations and orders may from time to time be amended, and all statutes or other laws amending, consolidating or replacing the statute or law referred to; (vii) the words "include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation"; (viii) the words "hereto", "herein", "hereof" and "hereunder", and words of similar import, refer to this Agreement in its entirety; (ix) the words "consent", "approve" and "agree", and derivations thereof or words of similar import, mean the prior written consent, approval or agreement of the Person in question which consent, approval or agreement shall not, unless otherwise expressly stated herein, be unreasonably withheld, delayed or conditioned; (x) the words "consult" and "consultation", and derivations thereof, mean the right of a party to be actively involved from inception in the development and implementation of the matter which is the subject of the consultation right, the right to receive, review, and provide comments with respect to relevant materials utilized for, or developed in connection with, the matter for which the consultation right has been granted, and the right to consult on a regular basis with the parties charged with developing or implementing the matter which is the subject of the consultation right – which may include input in respect of matters that should reasonably be expected to take into consideration a Person's brand identity and customer experience standards; (xi) references to "$" or "dollars" refer to United States Government dollars; (xii) references to Articles, Sections, Exhibits, Schedules, attachments, subsections, paragraphs and clauses are to the Articles, Sections, Exhibits, Schedules, subsections, paragraphs and clauses of this Agreement; (xiii) the Exhibits, Schedules other attachments to this Agreement are incorporated herein by reference; (xiv) the titles and headings of Articles, Sections, Exhibits, Schedules, attachments, subsections, paragraphs and clauses are inserted as a matter of convenience and shall not affect the construction of this Agreement; (xv) no provision of this Agreement, nor any ambiguities that may be contained herein, shall be construed against either party hereto on the ground that such

party or its counsel drafted the provision at issue or that the provision at issue contains a covenant, representation or warranty of such party; (xvi) all obligations of either party to this Agreement shall be satisfied by such party at such party's sole cost and expense; and (xvii) all rights and powers granted to either party hereunder shall be deemed to be coupled with an interest and be irrevocable.

ARTICLE 2.
DEMISE; PREMISES

Section 2.01. *Demise; Premises.* (a) IAT hereby lets, demises and leases to Delta, and Delta hereby takes, hires and leases from IAT, such right, title and interest as may be leased by IAT to Delta pursuant to the terms of the Port/IAT Lease and the Port Authority Consent to Sublease in and to the following premises in "as is" condition and subject at all times to the rights, if any, that any Sublessee of IAT (other than Delta and its Sublessees) may have in respect of the Common Space (collectively, as the same may exist from time to time, the "**Delta Premises**"):

(i) Prior to Phase I DBO (the "**Pre-DBO Delta Premises**"):

(1) Concourse B Gates 20, 22, and 24, together with associated holdrooms, loading bridges, equipment, and ramp area, as shown on Exhibit A-1, pages 3, 10, 11 and 12, together with such additional Gates as may be made available prior to Phase I DBO in accordance with Section 2.03;

(2) Departures Level Check-in Counters – Row 5, as shown on Exhibit A-1, pages 4 and 8;

(3) Baggage Make-up Areas 5-1A/B and 5-2A/B, as shown on Exhibit A-1, page 1; *provided that*, the parties acknowledge that on occasion the baggage belt delivery system fails or other emergencies occur and baggage cannot be delivered to desired baggage make-up units and the parties agree to use best efforts to allow the other party use of their baggage make-up units, when available, should a baggage belt failure or other emergency occur;

(4) Ticket Counters 415.023; 415.025, 415.115 and 415.117, as shown on Exhibit A-1, page 4 and 9;

(5) Office, Storage and Maintenance Space, including Location Numbers 172.004, 172.006, 172.010, 272.054, 272.076, 272.030, and 114.106 as shown on Exhibit A-1, pages 1, 2, 5 and 6;

(6) Hardstand Positions 71A, 71B, 71D, 72, 73, 74A, 74B, 75, 76A, 76B, 77A and 77B as shown on Exhibit A-1, page 13; *provided that*, if one or more such Hardstand Positions shall be unavailable for reasons related to the Phase I IAT Project, IAT shall use reasonable efforts to provide comparable Hardstand Positions, both in number and location, to replace any such unavailable Hardstand Positions, and IAT's failure to provide such comparable Hardstand Positions shall not constitute a breach of this Agreement, however appropriate adjustment shall be made to the Pre-DBO Rent to account for such unavailable Hardstand Positions;

(7) All of the space in the Headhouse, including Location Number 112.021 in the West Arrivals Hall, shown as "Delta Space" on Exhibit A-1, pages 1 and 7;

(8) Three curbside check-in counters by door #3 on the Departures Level of Terminal 4 shown on Exhibit A-1, pages 4 and 9;

(9) Use rights with respect to a portion of the Control Tower Space leased to IAT pursuant to Section 78 of the Port/IAT Lease, including at least two (2) control positions and the right to use ancillary portions of the Control Tower commensurate with such control positions, together with all rights and benefits appurtenant thereto under Section 78 of the Port/IAT Lease shown on Exhibit A-1, page 4;

(10) The right of Delta and its ATA Airline Sublessees to use in common with IAT and its ATA Airline Sublessees as a shared FIS Facility, all of the space in the Headhouse shown as "Shared FIS" on Exhibit A-2, pages 2 and 3; and

(11) The right of Delta and its Sublessees to use in common with IAT and its Sublessees as public space and for its other intended purposes all of the space in Terminal 4 shown as "Common Space" on Exhibit A-2, pages 16 through 29 (inclusive).

(ii) Following Phase I DBO, the Delta Premises shall comprise the Pre-DBO Delta Premises (excluding the Hardstand Positions described in Section 2.01(a)(i)(6)) and, without duplication, the following:

(1) Up to 16 Gates (subject to Section 2.03) and related operations space on Concourse B of Terminal 4, composed of the Concourse B Gates comprising the Pre-DBO Delta Premises at the end of the Phase I IAT Project Construction Period and the Phase I Concourse B Expansion;

(2) Other portions of Terminal 4, to be occupied exclusively by Delta, including portions of the Phase I Headhouse Improvements to be occupied exclusively by Delta, in all cases commensurate with Delta's expanded presence in Terminal 4 and in accordance with the Phasing Strategy;

(3) A portion of the Control Tower Space leased to IAT pursuant to Section 78 of the Port/IAT Lease, including control positions and the right to use ancillary portions of the Control Tower commensurate with such control positions, together with all rights and benefits appurtenant thereto under Section 78 of the Port/IAT Lease as shown on Exhibit A-2, page 10;

(4) The portion of the Terminal 2-4 Connector constructed on the Terminal 4 Site;

(5) Not less than five (5) automotive parking spaces in the area shown as automotive parking area on Exhibit A-2, page 11, together with such additional spaces as IAT and Delta may agree from time to time; and

(6) Five (5) Hardstand Positions (subject to Section 2.03(c)) as shown as Delta hardstand positions on Exhibit A-2, page 11.

(b) The check-in counters and curbside check-in counters identified in Sections 2.01(a)(i)(2) and (8), such other check-in counters and curbside check-in counters as agreed to between IAT and Delta from time to time and the use rights with respect to a portion of the Control Tower Space identified in Sections 2.01(a)(i)(9) and 2.01(a)(ii)(3) shall be preferential use premises in which Delta shall have preferential, first priority use rights, and the Delta Gates and Delta's Hardstand Positions (if any) shall be preferential use premises to Delta in accordance with Article 13.

(c) The premises and space described in Sections 2.01(a)(i)(10) and (11), and Section 2.01(a)(ii)(4) (the "**Common Space**") shall be for the common use, enjoyment and benefit of Delta and IAT and their respective Sublessees: (i) in the case of the space described in Section 2.01(a)(i)(10), to be occupied and used by the United States Government as a shared FIS Facility; and (ii) in the case of the space described in Section 2.01(a)(i)(11), to be occupied and used as public space pursuant to this Agreement by Delta, IAT, their respective Sublessees, and their respective officers, employees, passengers, customers, patrons, contractors, suppliers and invitees.

(d) The premises and space described in Sections 2.01(a)(i)(1)-(7) and Sections 2.01(a)(ii)(1)-(2) (collectively, as the same may exist from time to time, the "**Delta Space**"), other than those areas identified in Section 2.01(b), shall be for Delta's exclusive use, enjoyment and benefit during the Term to be occupied and used pursuant to this Agreement by Delta, its ATA Airline Sublessees and their respective officers, employees, passengers, customers, patrons, contractors, suppliers and invitees (subject to the proviso set forth in Section 2.01(a)(i)(3), in which case any baggage make-up units made available by either party shall not be for Delta's exclusive use, enjoyment and benefit but shall be preferential use premises in which Delta shall have preferential, first priority use rights at all times during which such baggage make-up units are made available by the other party).

(e) The Delta Premises are let to Delta and Delta takes the same subject to all the following: (i) easements, restrictions, reservations, covenants and agreements, if any, to which the Delta Premises may be subject, and rights of the public in and to any public street; (ii) rights, if any, of any enterprise, public or private which is engaged in furnishing heating, cooling, lighting, power, telegraph, telephone, steam, or transportation services in and to the Airport and of the City and of the State of New York; and (iii) permits, licenses, regulations and restrictions, if any, of applicable Governmental Authorities and the Port Authority.

Section 2.02. *Use Rights.* Delta and Delta's Sublessees shall be entitled to the benefits of access, ingress and egress and other use rights granted to IAT under the Port/IAT Lease, subject at all times to the terms of the Port/IAT Lease and IAT's ability to grant such rights to Delta and Delta's Sublessees, including (i) to the walkways, roadways and Light Rail System located on the Airport and the entrances and exits now or hereafter located in, on and adjacent to the Headhouse, (ii) between the Delta Premises and the Public Aircraft Facilities located on the Airport by means of Taxiways existing from time to time located on the Airport, and the right of passage over said Taxiways, (iii) to use any of IAT's taxiway easements appurtenant to the Airport, (iv) the right of access to the Distribution Portion of the Underground Fuel System (as defined in the Port/IAT Lease) located on the Airport and connections thereto appurtenant to the Delta Gates from time to time, to use the same to distribute fuel for Delta and its ATA Airline Sublessees, all in accordance with the applicable provisions of the Port/IAT Lease and the Port Authority Rules and Regulations, (vi) the right of access to all utility facilities located on the Airport necessary and appropriate to serve the Delta Premises and to obtain utilities necessary for the use and operation of the Delta Premises in accordance with this Agreement, and, acting through its employees, contractors, suppliers and invitees, to use the same from time to time all in accordance with the applicable provisions of the Port/IAT Lease, the Port Authority Rules and Regulations, this Agreement and the Terminal 4 Rules and Regulations, and (vii) all of IAT's other easements, rights and benefits in and to Terminal 4 as are necessary for the use and operation of the Delta Premises as provided in this Agreement and all of IAT's other easements, rights and benefits now or hereafter appurtenant to the Delta Premises pursuant to the Port/IAT Lease or otherwise; *provided that*, Delta's rights under this Section 2.02 shall be subject at all times to the requirements of the Port/IAT Lease, the Terminal 4 Rules and Regulations and the Terminal 4 Security Plan.

Section 2.03. *Additional Phase I Gates; Hardstand Positions.* (a) In accordance with the Phasing Strategy and the applicable provisions of this Agreement and the Port/IAT Lease, and subject to all applicable ATA Airline Subleases between IAT and Contract Carriers, IAT will at all times use commercially reasonable efforts to make available to Delta, in addition to the Delta Gates identified in Section 2.01(a)(i)(1) and the Delta Gates comprising the Phase I Concourse B Expansion, four additional Gates on Concourse B (the "**Additional Phase I Gates**"). Any such Additional Phase I Gates shall be delivered vacant in "as is" condition, subject to reasonable wear and tear but in compliance with IAT's maintenance and operations obligations under the Port/IAT Lease with respect thereto. Delta shall be obligated to add the Additional Phase I Gates and related facilities to the Delta Premises as IAT makes such Gates and facilities available to Delta. The economic terms for Delta's occupancy of such Additional Phase I Gates prior to Phase I DBO shall be as provided in Section 7.01(a). Notwithstanding anything contained in the foregoing to the contrary, if despite commercially reasonable efforts IAT is not able to deliver the Additional Phase I Gates as provided for in the Phasing Strategy and in accordance with this Agreement and the Port/IAT Lease and subject to all applicable ATA Airline Subleases between IAT and Contract Carriers, (i) such failure shall not constitute an IAT Event of Default, and (ii) IAT shall continue to use commercially reasonable efforts to cause the Additional Phase I Gates to be made available to Delta as Delta Gates as soon as is reasonably practicable. If three (3) of the Additional Phase I Gates referenced above have been made available to Delta as Delta Gates, and fewer than three other Contract Carrier flights per day utilize the fourth Additional Phase I Gate, such fourth Additional Phase I Gate shall be included as part of the Delta Premises as a Delta Gate subject to the following provisions: (i) Delta will

accommodate the flights of the remaining Contract Carrier(s) pending relocation of such Contract Carrier(s) to alternate terminal locations, and (ii) Section 13.01(b)(iv) (regarding the Terminal 4 Gate Use Fee), Section 13.01(b)(v) (regarding delivery of required license agreements), and Section 13.01(b)(vi) (regarding Handling Services) shall be applicable to the use of such Delta Gate by such Contract Carrier(s). IAT shall finalize the Phasing Strategy prior to Phase I DBO and shall keep Delta apprised of the status of (including the development, modification and implementation of) the Phasing Strategy from time to time, including at such times as reasonably requested by Delta. The foregoing provisions of this Section 2.03(a) shall constitute "an express provision to the contrary" as such phrase is used in Section 223-a of the Real Property Law of the State of New York and shall constitute a waiver of Delta's rights pursuant to such Section 223-a and any other law of like import now or hereafter in force.

(b) The parties acknowledge and agree that as Gates are added to the Delta Premises as Additional Phase I Gates, additional space in the Headhouse and in Concourse B, including check-in counters, baggage make-up areas, ticket counters, office, storage and maintenance space, and curbside check-in counters, may be desirable to support Delta's larger presence in Terminal 4 by virtue of the increased number of Delta Gates. The parties will enter into such amendments with respect to Exhibit A-1 as are required to identify such additional Delta Gates and supporting Delta Premises from time-to-time as such premises are identified and agreed to by IAT and Delta, and the Delta Rent shall be increased by recalculating the same pursuant to the methodologies for such calculations set forth in Article 7.

(c) As of the Effective Date, Delta and IAT assume (and Exhibit A-1 as it relates to the addition of the Delta Hardstand Positions described in Section 2.01(a)(ii)(6) has been prepared based on such assumption) that all ground support equipment reasonably required to support the operations of the applicable Contract Carriers at the applicable Gates and Hardstand Positions at Terminal 4 and the operation of the Delta Premises can be accommodated on the Terminal 4 Site in space that does not interfere with such operations or parking at Hardstand Positions. If additional space is reasonably required on the Terminal 4 Site for ground support equipment parking and staging that reduces the number of Hardstand Positions at the Terminal 4 Site available for aircraft parking, the number of Delta Hardstand Positions shall be reduced as is reasonably required (after IAT makes commercially reasonable efforts, at no material cost or expense of IAT, to locate such ground support equipment in alternate locations at the Terminal 4 Site) to accommodate the ground support equipment reasonably required to support the operation of all Contract Carriers and Delta at the Terminal 4 Site, and such Delta Hardstand Positions shall revert to IAT.

Section 2.04. *Nonresidential Real Property; Non-Severable.* IAT and Delta acknowledge and agree that the Delta Premises constitutes nonresidential real property and that this Agreement is a lease of nonresidential real property. Subject to Section 36.07 hereof, IAT and Delta further acknowledge and agree that it is their express intent that this Agreement is, and shall be treated as, a single, non-divisible, integrated contract and transaction for all purposes. Any interdependent provisions stated herein shall not be considered as a series of separate agreements but as a single integrated lease agreement. This provision shall survive termination of this Agreement.

Section 2.05. *Noninterference.* (a) IAT agrees that it will use, and will cause its Sublessees (other than Delta) to use, commercially reasonable efforts not to unreasonably hinder, impede or interfere with Delta's and its Sublessees' (other than Delta) rights, benefits, obligations and responsibilities under this Agreement, or Delta's and its Sublessees' (other than Delta) rights, benefits in, and access to the Common Space and the Delta Space.

(b) Delta agrees that it will use, and will cause its Sublessees to use, commercially reasonable efforts not to unreasonably hinder, impede, or interfere with IAT's and its Sublessees' rights, benefits, obligations and responsibilities under this Agreement, or the Port/IAT Lease or IAT's and its Sublessees' rights, benefits in and access to the Common Space and the IAT Space.

ARTICLE 3.
TERM

Section 3.01. *Effective Date Of This Agreement; Duration Of Agreement Term.* This Agreement shall become effective on the Effective Date, and the leasehold estate created in this Agreement shall then begin, *provided that*, Delta's right to possession of the Delta Premises as the same may exist from time to time shall commence as described in Article 2 (in accordance with the Phasing Strategy). This Agreement shall continue in full force and effect, unless terminated prior thereto as hereinafter provided, for an initial term expiring one day prior to the earlier of (x) the thirtieth (30th) anniversary of Phase I DBO, and (y) December 31, 2043 (the "**Expiration Date**").

ARTICLE 4.
REPRESENTATION AND WARRANTIES

Section 4.01. *Representations And Warranties Of IAT.* IAT represents and warrants to Delta that each statement contained in this Section 4.01 is true, correct and complete as of the Effective Date.

(a) *Port/IAT Lease.* The Port/IAT Lease is in full force and effect and has not been amended, supplemented or otherwise modified, except as listed in Schedule 4-1. IAT has delivered to Delta complete and correct copies of the Port/IAT Lease and all amendments, supplements and modifications thereof as listed in said Schedule 4-1. As of the date hereof, (i) except as may have been waived or modified by the Port Authority and other relevant parties from time to time in writing, IAT has paid and performed in all material respects its obligations under the Port/IAT Lease and complied in all material respects with the provisions of the Port/IAT Lease binding upon IAT; (ii) to the Actual Knowledge of IAT, no PA Default, PA Event of Default or PA Lease Trigger Event exists; (iii) to the Actual Knowledge of IAT, no material default on the part of the Port Authority exists under the Port/IAT Lease; and (iv) IAT has not received any PA Notice of Default under the Port/IAT Lease that has not been cured, waived or otherwise withdrawn, and IAT has not given to the Port Authority any notice of a material default by the Port Authority under the Port/IAT Lease that has not been cured, waived otherwise withdrawn.

(b) *Series 6 Bond Documents.* The Series 6 Bond Documents are in full force and effect and have not been amended, supplemented or otherwise modified as of the date hereof, except as listed in Schedule 4-2. IAT has delivered to Delta complete and correct copies of the Series 6 Bond Documents and all amendments, supplements and modifications as listed in said Schedule 4-2. As of the date hereof, (i) except as may have been waived or modified by the Port Authority and other relevant parties from time to time in writing, IAT has paid and performed in all material respects its obligations under the Series 6 Bond Documents and complied in all material respects with the provisions of the Series 6 Bond Documents binding upon IAT; (ii) to the Actual Knowledge of IAT, no default, event of default or trigger event exists under any of the Series 6 Bond Documents; (iii) to the Actual Knowledge of IAT, no material default on the part of any other party exists under any of the Series 6 Bond Documents; and (iv) IAT has not received any notice of material default or event of default under the Series 6 Bond Documents that has not been cured, waived or withdrawn.

(c) *Organization.* IAT is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of New York. IAT is duly authorized to conduct business under the Laws of each jurisdiction where such qualification is required, including the State of New York.

(d) *Power.* IAT has all requisite limited liability company power and authority to enter into, execute and deliver this Agreement and the other Transaction Documents executed and delivered by IAT and to perform its obligations hereunder and thereunder.

(e) *Authority and Binding Obligation.* This Agreement and the other Transaction Documents executed and delivered by IAT are within IAT's limited liability company powers

and have been duly and validly authorized by all necessary limited liability company action. The execution, delivery, consummation and performance of this Agreement and the other Transaction Documents executed and delivered by IAT have been duly and validly authorized by all necessary limited liability company and member action on the part of IAT and its members. Each of this Agreement and the other Transaction Documents executed and delivered by IAT has been duly executed and delivered by IAT and constitutes a valid and legally binding obligation of IAT, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally, and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(f) *Officer Authority.* Each Person executing, on behalf of IAT, this Agreement and the Transaction Documents executed and delivered by IAT has the requisite authority to execute and deliver, and has duly executed and delivered, the same.

(g) *No Consents; No Violation.* The execution, delivery, consummation and performance by IAT of this Agreement and the other Transaction Documents executed and delivered by IAT do not, to IAT's Actual Knowledge, (i) require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or the Port Authority, except such as have been obtained or made and are in full force and effect, (ii) violate the organizational documents of IAT, any applicable Law or any order of any Governmental Authority or the Port Authority applicable to IAT or any rule, regulation or order of the Port Authority applicable to IAT, (iii) violate or result in a default under any indenture, agreement or other instrument binding upon IAT (including the Port/IAT Lease, the Bond Documents and the other Transaction Documents), or give rise to a right thereunder of any Person (including the Port Authority) to terminate any right or accelerate the payment or performance of any obligation of IAT thereunder, and (iv) result in the creation or imposition of any lien on any asset of IAT, except the liens created by the Bond Documents.

(h) *Compliance with Laws and Agreements.* IAT is in compliance in all material respects with all Laws and all orders of any Governmental Authority or the Port Authority applicable to IAT, all rules, regulations and orders of the Port Authority applicable to IAT and all indentures, agreements and other instruments binding upon IAT, in each case, to the extent the noncompliance with which would have a material adverse effect on (i) IAT's ability to perform or comply with, or its performance of or compliance with, its obligations under this Agreement and all other Transaction Documents to which it is a party or by which it is otherwise bound, or (ii) any of the transactions contemplated by this Agreement and the Transaction Documents.

Section 4.02. *Representations And Warranties Of Delta.* Delta represents and warrants to IAT that each statement contained in this Section 4.02 is true, correct and complete as of the Effective Date.

(a) *Organization.* Delta is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Delta is duly authorized to conduct business and is in good standing under the Laws of the State of New York.

(b) *Power.* Delta has all requisite corporate power and authority to enter into, execute and deliver this Agreement and the other Transaction Documents executed and delivered by Delta and to perform its obligations hereunder and thereunder.

(c) *Authority and Binding Obligation.* This Agreement and the other Transaction Documents executed and delivered by Delta are within Delta's corporate powers and have been duly authorized by all necessary corporate action. The execution, delivery, consummation and performance of this Agreement and the other Transaction Documents executed and delivered by Delta have been duly and validly authorized by all necessary corporate action on the part of Delta. Each of this Agreement and the other Transaction Documents executed and delivered by Delta has been duly executed and delivered by Delta and constitutes a valid and legally binding obligation of Delta, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally, and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(d) *Officer Authority.* Each Person executing, on behalf of Delta, this Agreement and the other Transaction Documents executed and delivered by Delta has the requisite authority to execute and deliver, and has duly executed and delivered, the same.

(e) *No Consents; No Violation.* The execution, delivery, consummation and performance by Delta of this Agreement and the other Transaction Documents executed and delivered by Delta do not, to Delta's Actual Knowledge, (i) require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or the Port Authority, except such as have been obtained or made and are in full force and effect, (ii) violate the organizational documents of Delta, any applicable Law or any order of any Governmental Authority or the Port Authority applicable to Delta or its assets, (iii) violate or result in a default under any indenture, agreement or other instrument binding upon Delta or its assets (including the other Transaction Documents), or give rise to a right thereunder of any Person to terminate any right or accelerate the payment or performance of any obligation of Delta thereunder, and (iv) result in the creation or imposition of any lien on any asset of Delta.

(f) *Compliance with Laws and Agreements.* Delta is in compliance in all material respects with all Laws and orders of any Governmental Authority or the Port Authority applicable to Delta or its assets and all indentures, agreements and other instruments binding upon Delta or its assets, in each case, to the extent the noncompliance with which would have a material adverse effect on (i) Delta's ability to perform or comply with, or its performance of or compliance with, its obligations under this Agreement and all Transaction Documents to which it is a party or by which it is otherwise bound, or (ii) any of the transactions contemplated by this Agreement and the Transaction Documents.

ARTICLE 5.
PORT /IAT LEASE; BASIC LEASE; TRANSACTION DOCUMENTS

Section 5.01. *Port/IAT Lease and Basic Lease.* (a) Without limiting IAT's obligations expressly stated herein, IAT shall comply with all of the material terms, covenants, agreements, conditions and other provisions binding upon IAT under the Port/IAT Lease, subject at all times to any waivers or modifications thereof that may be granted by the Port Authority or other relevant parties from time to time that are not inconsistent with the provisions of Section 5.01(b), if the noncompliance by IAT would result in a Material Adverse Effect, other than if such noncompliance is due to Delta's or its Affiliates' or Sublessees' actions or omissions.

(b) Without Delta's prior written consent in each case, IAT shall not do any of the following (i) exercise any right to terminate the Port/IAT Lease, (ii) if the same would result in a Material Adverse Effect, enter into any material amendment, supplement, waiver or other modification to the Port/IAT Lease, or (iii) assign or transfer the Port/IAT Lease or the leasehold interest thereunder (except for collateral assignments and related transfers pursuant to the Terminal 4 Project Bond Documents), or release any material portion of the premises subject to such Port/IAT Lease (except for Subleases that could not reasonably be expected to interfere with Phase I, Phase II or Phase III); *provided that*, during an Event of Default, Delta's consent shall not be required to an amendment, supplement, waiver or other modification to the Port/IAT Lease unless (1) such amendment, supplement, waiver or other modification affects the calculation of the Series 8 First Additional Land Rent) in a manner that results in an increase in Post-DBO Rent (for any relevant Annual Period) as a result of such change to the calculation of the Series 8 First Additional Land Rent, or (2) the primary purpose of such amendment, supplement, waiver or other modification is not related to a legitimate business purpose, but rather to disadvantage Delta during an Event of Default; *provided, further, that*, if IAT determines (after reasonable consultation with Delta) that any insurance required pursuant to the terms of the Port/IAT Lease is not available on commercially reasonable terms and for a commercially reasonably cost, reasonable modifications or waivers to the Port/IAT Lease requirements with respect to such coverages shall not require Delta's prior written consent. IAT shall deliver to Delta copies of initial drafts of any and all proposed amendments, supplements, terminations, waivers and other modifications with respect to the Port/IAT Lease as promptly as practicable but in no event later than ten (10) Business Days after IAT furnishes or receives any such proposed amendment, supplement, termination, waiver or other modification (but in all instances at least ten (10) Business Days prior to execution thereof or, in the case of any such proposed amendment, supplement, termination, waiver or other modification that is to be executed by IAT less than ten (10) Business Days after IAT has furnished or received an initial draft thereof, simultaneously with IAT's furnishing or promptly upon IAT's receipt of such initial draft). Delta shall have consultation rights in respect to any proposed amendments, supplements, terminations, waivers and other modifications with respect to the Port/IAT Lease that could reasonably be expected to have a material adverse effect on Delta's rights and/or obligations under this Agreement.

(c) This Agreement is and shall be subject and subordinate to all of the terms, covenants, conditions and provisions of the Port/IAT Lease and the Basic Lease and the rights of the Port Authority and the City thereunder.

FIFTH SUPPLEMENTAL AGREEMENT

To

LEASE NO. AYC-685

Between

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

And

JFK INTERNATIONAL AIR TERMINAL LLC

Dated as of December 9, 2010

JFK INTERNATIONAL AIR TERMINAL LLC
LEASE NO. AYC-685

FIFTH SUPPLEMENTAL AGREEMENT

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ATTACHMENTS

Exhibit 1.1A	Elements of 2010 Expansion DBO
Exhibit 5A.1	Anchor Tenant Agreement
Exhibit 18A.1	2010 Expansion Project - Overview
Exhibit 18A.2	2010 Basis of Design
Exhibit 31.1A	Organization Chart
Exhibit E	Affirmative Action - Equal Opportunity - Minority Business Enterprises - Women-owned Business Enterprises Requirements
Exhibit S5-19.1	Terminal 2 Connector Easement
Exhibit S5-19.2	Taxilane Easement (East)
Exhibit S5-19.3	Taxilane Easement (West) and Aircraft Parking Easement

THIS AGREEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF
AND DELIVERED TO THE LESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Lease No.
AYC-685
Supplement No. 5
John F. Kennedy
International Airport

FIFTH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT (this "**Fifth Supplemental Agreement**"), is made as of December 9, 2010 (the "**Effective Date**") by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "**Port Authority**") and JFK INTERNATIONAL AIR TERMINAL LLC, a limited liability company organized under the laws of the State of New York (the "**Lessee**"),

RECITALS

1. The Port Authority and the Lessee as of May 13, 1997 entered into an agreement of lease bearing Port Authority agreement number AYC-685 covering certain premises at John F. Kennedy International Airport (the "**Original Lease**").

2. The Original Lease has been supplemented and amended by a First Supplemental Agreement dated as of August 10, 2001 ("**Supplement 1**"), a Second Supplemental Agreement dated as of December 20, 2002 ("**Supplement 2**"), a Supplemental Lease Agreement No. 3 dated as of January 1, 2004 ("**Supplement 3**") and a Supplemental Lease Agreement No. 4 dated as of December 1, 2004 ("**Supplement 4**"; the Original Lease, as so supplemented and amended, the "**Lease**").

3. Until April 2, 2010 (the "**Buyout Date**"), SCHIPHOL USA LLC, a Delaware limited liability company ("**SUSA**"), LCOR JFK Airport, L.L.C., a New York limited liability company ("**LCOR**"), and Lehman JFK LLC, a

Delaware limited liability company ("**Lehman**") were the three members of the Lessee.

4. On the Buyout Date, SUSA, pursuant to that certain Buy-Out Agreement dated as of the Buyout Date among the Lessee, SUSA, Delta Air Lines, Inc., a Delaware corporation ("**Delta**"), LCOR and Lehman, acquired the membership interests in the Lessee of LCOR and Lehman (the "**IAT Interests**"), and SUSA thereby became the sole member of the Lessee.

5. Prior to the Buyout Date, Schiphol USA Inc., a New York corporation ("**SUSA Inc.**") was the sole member of SUSA; simultaneously with SUSA's acquisition of the IAT Interests pursuant to the Buy-Out Agreement, Delta acquired a Class B membership interest in SUSA (such acquisition, the "**Delta Transfer**"), and Delta, SUSA and SUSA Inc. have entered into an Amended and Restated Limited Liability Company Agreement of SUSA (the "**SUSA LLC Agreement**") affording to Delta certain consultation and consent rights with respect to matters involving SUSA and, indirectly, the Lessee, as well as certain economic entitlements.

6. As required under Section 31(e)(i) of the Lease, the Port Authority, pursuant to a "Consent to Transfer" dated as of the Buyout Date, has consented to the Delta Transfer.

7. SUSA has subsequently changed its name to "JFK IAT Member LLC".

8. The Lessee intends to undertake a project, defined below as the "2010 Expansion Project", to expand, renovate and modify the terminal building on the Premises, known as "Terminal 4" (the "**Terminal**" or "**Terminal 4**"), by constructing, *inter alia*, new international aircraft gates, hold rooms, and retail facilities, all as more specifically set forth below.

9. The construction of the 2010 Expansion Project will be financed with the proceeds of the Series 8 Bonds (as defined below).

10. In connection with the 2010 Expansion Project, it is contemplated that certain construction will be performed pursuant to Port Authority Lease No. AYC-325 ("**Lease AYC-325**"), including (x) the construction of an enclosed passenger walkway connecting the terminal building known as "Terminal 2" to the Premises, and

(y) on the portion of the Lease AYC-325 premises adjacent to the Premises (such portion of such premises, the "**Terminal 3 Parcel**"), the demolition of the terminal building thereon and the construction in its place of a paved lot containing a number of aircraft parking positions, and that the Terminal 3 Parcel will be surrendered to the Port Authority upon completion of the construction of such paved lot.

11. Simultaneously herewith, the Port Authority and Delta are entering into a certain space permit (the "**Hardstand Permit**") relating to the use of the aircraft parking positions to be constructed on the Terminal 3 Parcel, such permit to become effective upon the completion of construction, as more particularly provided in the Hardstand Permit, and the Hardstand Permit contemplates that initially the Lessee will be the "**Terminal 3 Hardstand Manager**", responsible for managing the scheduling and payment processing relating to the use of the aircraft parking positions on the Terminal 3 Parcel.

12. Simultaneously herewith, the Lessee and Delta are entering into an Airline Sublease dated as of the date hereof and denominated the "Anchor Tenant Agreement" (defined more specifically below as the "ATA"), subletting to Delta a substantial portion of the Premises, including the improvements to be constructed pursuant to the 2010 Expansion Project.

13. The Anchor Tenant Agreement is not an "Exempt Sublease", as defined in Section 5(b)(iv) of the Lease, and the Lessee is therefore required to obtain the Port Authority's consent thereto.

14. The Port Authority and the Lessee desire, accordingly, to supplement, amend and extend the Lease as provided herein.

TERMS OF AGREEMENT

For and in consideration of the covenants and mutual agreements herein contained, and other valuable consideration the receipt and sufficiency of which are mutually acknowledged, and intending to be legally bound, the Port Authority and the Lessee hereby agree as follows:

1. **Amendment to Section 1 of the Lease**

Section 1 of the Lease, entitled "*Definitions*", is hereby amended as set forth below. Unless the context indicates some other meaning or may otherwise require, capitalized terms used in this Fifth Supplemental Agreement without definition shall have the meanings ascribed thereto in the Lease.

(a) *New Definitions.*

The following new definitions are added:

"**18A Default Waiting Period**" shall have the meaning set forth in Section 25(i).

"**18A Default Waiting Period Extension Notice**" shall have the meaning set forth in Section 25(i).

"**18A Notice**" shall have the meaning set forth in Section 25(i).

"**2010 Basis of Design**" shall have the meaning set forth in Section 18A.

"**2010 Expansion Project**" shall have the meaning set forth in Section 18A.

"**2010 Expansion DBO**" shall mean the date of the issuance by the Port Authority of the certificates provided in Section 18A(n)(1), covering all of the elements designated in Exhibit 1.1A as required for 2010 Expansion DBO.

"**Adjusted Terminal Management Fee**" shall have the meaning provided in the ATA.

"**AirTrain**" shall mean the LRS contemplated in Section 58.

"**ATA**" shall mean the Airline Sublease, denominated the "Anchor Tenant Agreement", entered into by and between the Lessee and Delta as of the date of the Fifth Supplemental Agreement to this Agreement, a copy of which is attached hereto as Exhibit 5A.1, as amended from time to time with the consent of the Port Authority, except where, pursuant to Section 5A(a)(9) of this Agreement, such consent is not required.

"**ATA Defined Terms**" shall have the meaning set

forth in Section 5A(c).

"**ATA Premises**" shall have the meaning set forth in Section 5A(a).

"**Bond**" shall have the meaning set forth in Section 18A(l).

"**Buyout Date**" shall have the meaning set forth in Recital 3 of the Fifth Supplemental Agreement to this Agreement.

"**Completion Deadline**" shall have the meaning set forth in Section 18A(j).

"**Construction Administrator**" shall have the meaning set forth in Section 18A(f).

"**Construction Contract**" shall have the meaning set forth in Section 18A(h).

"**Date of Taking**" shall have the meaning set forth in Section 34(a).

"**Delta**" shall have the meaning set forth in Recital 4 of the Fifth Supplemental Agreement to this Agreement.

"**Delta 18A Default**" shall have the meaning set forth in Section 25(i).

"**Delta Merger Successor**" shall have the meaning set forth in Section 31(c).

"**Delta Owners**" shall have the meaning set forth in Section 60(a).

"**Delta Pledge**" shall have the meaning set forth in Section 31(b).

"**Delta Upstream Holding Company**" shall have the meaning set forth in Section 31(c).

"**Environmental Management Plan**" shall have the meaning set forth in Section 18A(k).

"**Foreign Scheduled Aircraft Operator**" shall have the meaning set forth in Section 76(d).

"**Hardstand Permit**" shall have the meaning set forth in Recital 11 of the Fifth Supplemental Agreement to this Agreement.

"**IAT Member**" shall have the meaning set forth in Section 31(a).

"**JFK SPEDES Permit**" shall have the meaning set forth in Section 18A(k).

"**Lessee Environmental Consultant**" shall have the meaning set forth in Section 18A(k).

"**Lessee Environmental Representative**" shall have the meaning set forth in Section 18A(k).

"**Low Debt Ratio**" shall have the meaning set forth in Section 76(c).

"**NFA**" shall have the meaning set forth in Section 18A(k).

"**PA-operated FIS Terminal**" shall have the meaning set forth in Section 76(c).

"**Re-lifing Condition Survey**" shall have the meaning set forth in Section 40(h).

"**Re-lifing Project**" shall have the meaning set forth in Section 40(h).

"**Restrictive Covenant**" shall have the meaning set forth in Section 31(b).

"**Schiphol International**" shall have the meaning set forth in Section 76(b).

"**Series 6 Bonds**" shall mean Series 6 of the Passenger Terminal Bonds.

"**Series 6 Debt Service**" shall mean the amount payable with respect to the Series 6 Bonds, including any amounts required to be paid or set aside for any amortization, payment at maturity, redemption (including redemption premium, if any) or retirement of the Series 6 Bonds.

"**Series 6 Facility Rental**" shall have the meaning set forth in Section 8(I)(b).

"**Series 6 First Additional Land Rental**" shall have the meaning set forth in Section 8(I)(d).

"**Series 6 Resolution**" shall mean the resolution of the Port Authority adopted October 17, 1996, entitled "*Special Project Bonds, Series 6 and 7, JFK International Air Terminal LLC Project - Authorization of Sale*" including any amendments, modifications or supplements thereto.

"**Series 8 and 9 Resolution**" shall mean the

resolution of the Port Authority adopted August 5, 2010, entitled "*Special Project Bonds, Series 8 and 9, JFK International Air Terminal LLC Project - Establishment and Authorization of Issuance*", including any amendments, modifications or supplements thereto.

"**Series 8 Bonds**" shall mean Series 8 of the Passenger Terminal Bonds.

"**Series 8 Debt Service**" shall mean the amount payable with respect to the Series 8 Bonds, including any amounts required to be paid or set aside for any amortization, payment at maturity, redemption (including redemption premium, if any) or retirement of the Series 8 Bonds.

"**Series 8 Facility Rental**" shall have the meaning set forth in Section 8(I)(b).

"**Series 8 FALR Commencement Date**" shall have the meaning set forth in Section 8(I)(d).

"**Series 8 First Additional Land Rental**" shall have the meaning set forth in Section 8(I)(d).

"**Spill**" shall have the meaning set forth in Section 18A(k).

"**T-4 Lease Defined Term**" shall have the meaning set forth in Section 5A(b).

"**Terminal**" and "**Terminal 4**" shall have the meaning set forth in Recital 8 of the Fifth Supplemental Agreement to this Agreement.

"**Terminal 3 Parcel**" shall have the meaning set forth in Recital 10 of the Fifth Supplemental Agreement to this Agreement.

"**Terminal 3 Hardstand Manager**" shall have the meaning set forth in Recital 11 of the Fifth Supplemental Agreement to this Agreement.

(b) *Amended Definitions.*

The following definitions are amended and restated as follows:

"**Change Order**" shall have the meaning set forth in Section 18(d) or Section 18A(j), as applicable.

"**Completion Date**" shall have the meaning set forth in Section 18(j) or Section 18A(n), as applicable.

"**Comprehensive Plan**" shall have the meaning set forth in Section 18 or Section 18A(b), as applicable.

"**Construction Application**" shall have the meaning set forth in Section 18(d) or Section 18A(i), as applicable.

"**Construction Work**" shall have the meaning set forth in Section 18(c) or Section 18A(f), as applicable.

"**Contract Documents**" shall have the meaning set forth in Section 18(d) or Section 18A(j), as applicable.

"**First Additional Land Rental**" shall mean the Series 6 First Additional Land Rental and the Series 8 First Additional Land Rental.

"**General Contractor**" shall have the meaning set forth in Section 18(d) or Section 18A(h), as applicable.

"**Matter**" shall have the meaning set forth in Section 18(d) or Section 18A(j), as applicable.

"**Packages**" shall have the meaning set forth in Section 18(g) or Section 18A(c), as applicable.

"**Passenger Terminal Bonds**" shall mean the Series 6 Bonds, the Series 8 Bonds and other series of bonds issued as contemplated by Section 2(b) or 2(c) of the Series 6 Resolution and Section 2(b) or 2(c) of the Series 8 and 9 Resolution.

"**Project Engineer**" shall have the meaning set forth in Section 18(d) or Section 18A(e), as applicable.

"**Relocation Work**" shall have the meaning set forth in Section 18(j) or Section 18A(j), as applicable.

"**Special Project Bond Series Resolution**" shall mean the resolution adopted by the Authority establishing and authorizing a particular series of Special Project Bonds.

"**Special Project Bonds**" shall mean bonds of the

issue established by the Special Project Bond Resolution and which relate to the Project, of which the Series 6 Bonds and the Series 8 Bonds are each a series.

"**Taking**" shall have the meaning set forth in Section 34(a).

"**Trust Administration Agreement**" shall mean the Trust Administration Agreement dated May 13, 1997 by and between the Trustee and the Lessee, as supplemented and amended with the consent of the Port Authority by the First Supplemental Trust Administration Agreement to the Trust Administration Agreement dated as of August 10, 2001; the Second Supplemental Trust Administration Agreement to the Trust Administration Agreement dated as of December 20, 2002; the Third Supplemental Trust Administration Agreement to the Trust Administration Agreement, dated as of January 1, 2004; the Fourth Supplemental Trust Administration Agreement to the Trust Administration Agreement, dated as of December 1, 2004; the Fifth Supplemental Trust Administration Agreement to the Trust Administration Agreement, dated as of December 1, 2007; and the Sixth Supplemental Trust Administration Agreement to the Trust Administration Agreement, dated as of the date of the Fifth Supplemental Agreement to this Agreement."

(c) *Deleted Definitions.*

The following definitions shall be deleted in their entirety:

"Additional Term";

"Additional Term Building Rental";

"Base Term Expiration Date";

"Basic Lease Extension";

"Basic Lease Extension Adjustment";

"Extension Date";

"Immediate Family Member";

"LB JFK";

"LB MM";

"LB Non-MM";

"LCOR";

"LCOR JFK";

"Lease Extension Supplement";

"Lehman Group";

"LIC";

"SMS"; and

"SUSA".

2. Amendment to Section 3 of the Lease

Section 3 of the Lease, entitled "*Term*", is hereby amended as follows:

(a) *Amendment and Restatement of Paragraph (b).*

Paragraph (b), as previously amended by Supplement 4, shall be amended and restated as follows:

"(b) Unless sooner terminated, the Term shall expire on the earlier of (x) the thirtieth (30th) anniversary of the 2010 Expansion DBO and (y) December 31, 2043."

(b) *Deletion of Paragraph (d).*

Paragraph (d) is deleted in its entirety.

(c) *Amendment and Restatement of Paragraph (e).*

Paragraph (e) is amended and restated as follows:

> "(e) This Agreement shall at all times be subject and subordinate to any Basic Lease (as the same may be amended, supplemented or extended) and to any and all terms and provisions thereof which affect or may affect the terms and provisions of this Agreement, as this Agreement may be amended, supplemented or extended."

(d) *Deletion of Paragraph (f).*

Paragraph (f) is deleted in its entirety.

3. Anchor Tenant Agreement

The Lease is hereby amended and supplemented by

the addition, following Section 5, entitled "*Assignment and Sublease*", of a new Section 5A, as follows:

"Section 5A. Anchor Tenant Agreement.

(a) *Port Authority Consent.*

(1) Subject to the provisions of this Section, the Port Authority hereby consents to the ATA as an Airline Sublease and Delta as an Airline Sublessee.

(2) The ATA shall be subordinate to this Agreement, and unless otherwise provided pursuant to any non-disturbance agreement entered into between the Port Authority and Delta, the ATA shall terminate, without notice to Delta, on the day preceding the date of expiration or earlier termination of this Agreement or on such earlier date as the Lessee and Delta may agree upon. Delta shall quit the premises subleased pursuant to the ATA (the "**ATA Premises**") and remove its property and property for which it is responsible therefrom on or before the termination of the ATA.

(3) If (x) an Event of Default with respect to the Lessee's monetary obligations under this Agreement has occurred and is continuing, (y) there are no longer any Passenger Terminal Bonds outstanding and (z) either (p) the Lessee is not pursuing dispute resolution procedures under Section 25 of this Agreement or (q) the Lessee has not submitted a claim to a tribunal with jurisdiction over the matter, Delta shall on demand of the Port Authority and receipt of notice from the Port Authority of the amounts due to the Port Authority from the Lessee, pay directly to the Port Authority the rent due to the Lessee under the ATA up to the amount of such default. No such payment shall relieve the Lessee from any obligations under this Agreement or under the ATA, but all such payments shall be credited against the monetary obligations of the Lessee and Delta.

(4) In the event of any inconsistency between the provisions of this Agreement and those of the ATA, this Agreement shall be controlling, it being the intention of the Port Authority merely to permit the exercise of the Lessee's rights (to the extent permitted

by the ATA) by Delta, as the Airline Sublessee thereunder, and not to enlarge or otherwise change the rights granted by this Agreement. All of the terms, provisions, covenants and conditions of this Agreement, including without limitation the Lessee's covenants set forth in Section 5(c) hereof, shall be and remain in full force and effect.

(5) Notwithstanding the provisions of the foregoing subparagraph (4), the Port Authority agrees that any inconsistency between the provisions of this Agreement and the following enumerated provisions of the ATA, and the Lessee's and Delta's performance of their respective obligations and exercise of their respective rights under such provisions of the ATA, as between the Lessee and Delta within the scope of the ATA, shall not constitute a breach or default of any obligation hereunder: Sections 2.01 (Demise; Premises), 2.02 (Use Rights), 2.03 (Additional Phase I Gates), 8.05 (Ramp Services and Passenger Handling), 13.01 (Use of Delta Gates and Delta Hardstand Positions), 17.01 (Subleasing and Assignment by Delta), 28.02 (Arbitration), or 36.08 (2026 Condition Survey); or Articles 20 (as same relates to insurance carried by Delta), 34 (Environmental Obligations) or 35 (Phase II/III Option).

(6) The Port Authority hereby consents to the provisions of Section 5.01 of the ATA and agrees that such provisions shall be deemed to satisfy the required sublease provisions set forth in Section 5(d).

(7) In the event of any breach by Delta of the terms and conditions of the Port Authority's consent to the ATA under this Section, or any other act or omission of Delta that causes an Event of Default hereunder, the Port Authority may, in addition to all other remedies available to it under this Agreement or otherwise, revoke the consent granted in this Section by notice to the Lessee and Delta, and no such revocation shall be deemed to affect this Agreement or its continuance, provided, however, that the Port Authority shall not send such notice of revocation unless and until the Port Authority has the right, pursuant to the provisions of Section 25(b) hereof, to serve upon the Lessee a Notice of Termination by reason of

such Event of Default. Any notice given to Delta pursuant to the foregoing shall be sufficient if given in accordance with the Section of this Agreement entitled *"Notices"*, and served at the address set forth in the ATA for notices to Delta.

(8) The Lessee represents and warrants that the attached ATA sets forth the full and entire rental or other consideration payable to the Lessee by Delta for or in connection with the subletting thereunder or use or occupancy of the ATA Premises, and further represents and warrants that there is no rental or consideration payable to the Lessee in connection therewith other than as stipulated in the attached ATA.

(9) The Port Authority's consent hereunder is a consent only to the Anchor Tenant Agreement in the form attached as Exhibit 5A.1, and shall not be or be deemed to operate as a consent to any modification thereto, any subsequent subleasing by the Lessee or to any assignment of this Agreement or the ATA or of any rights under either such agreement, whether in whole or in part, or a waiver of any other rights of the Port Authority. Notwithstanding the foregoing, the Port Authority's consent shall <u>not</u> be required with respect to any modification of the ATA that effects a change in the aggregate square footage of the ATA Premises that, cumulatively with previous such changes (if any), results in a change in the aggregate square footage of the ATA Premises by an amount that is not more than eight thousand (8,000) square feet above or below the aggregate square footage of the ATA Premises as of 2010 Expansion DBO, <u>provided</u>, that any resulting modification to Delta Rent shall be calculated in strict accordance with the applicable methodology as provided in Schedule 7-3(a) of the ATA; and <u>provided</u>, <u>further</u>, that in all events the Port Authority's consent shall not be required with respect to modifications of the ATA effecting changes in the aggregate square footage of the ATA Premises resulting from (x) the addition thereto of any or all of the Additional Phase I Gates (as defined in the ATA) and related facilities or (y) the reversion to the Lessee of one (1) Delta Hardstand Position pursuant to

Section 2.03(c) of the ATA; and provided, finally, that the calculation of the 8,000-square foot cumulative change referred to above shall be made without regard to any changes resulting from the changes to the ATA Premises described in the foregoing clauses (x) and (y).

(b) *T-4 Lease Defined Terms.*

The ATA is an agreement between the Lessee and Delta, and by consenting to the ATA, the Port Authority does not incorporate into this Agreement any agreements or understandings that are contained in the ATA. The ATA shall not be used or referred to in interpreting any defined term in this Agreement (any such defined term, a "**T-4 Lease Defined Term**"), and in interpreting any T-4 Lease Defined Term, no inference shall be drawn from the use thereof in the ATA. For example, the fact that the ATA provides that certain costs and expenses thereunder constitute Permitted O&M Expenses shall not be considered in interpreting the meaning of the defined term "Permitted O&M Expenses" in this Agreement.

(c) *ATA Defined Terms.*

(1) Defined terms used in the ATA ("**ATA Defined Terms**") shall not be considered or referred to in the interpretation of this Agreement. In any event, ATA Defined Terms shall not be deemed to elaborate, amplify, limit or otherwise explain in any manner (whether expressly, by manner of use, by context, by analogy, by contrast or by example, or pursuant to any other rule of construction or interpretation) any defined term, or any term or provision, of this Agreement.

(2) Notwithstanding the foregoing, where an ATA Defined Term is expressly used in a provision of this Agreement (not including Exhibit 5A.1), such ATA Defined Term shall be used, only in the interpretation of such provision, by ascribing to such ATA Defined Term the definition specifically set forth in the ATA, except as otherwise provided herein (as provided in paragraph (f) below, for example, with respect to the "Adjusted Terminal Management Fee").

(d) *No Diminution of Lessee Obligations.*

(1) Nothing in the ATA or its performance, or the Port Authority's consent to

the ATA, shall diminish or derogate from, or excuse the Lessee's failure to fully perform, the Lessee's obligations hereunder referred to in the following clauses (i) through (iv), which the Lessee hereby affirms are essential inducements to the Port Authority in entering into this Agreement, including the Fifth Supplemental Agreement hereto:

(i) The Lessee's obligations under Section 43 of this Agreement, entitled *"Airline Subleases"*, including without limitation its obligation to make the Premises available as an air terminal for public use, on fair and reasonable terms, at fair and reasonable prices and without unjust discrimination, to all types, kinds and classes of aeronautical users;

(ii) The Lessee's obligations under Section 44 of this Agreement, entitled *"Retail Subleases"*, including without limitation its obligation to use its best efforts to develop and operate at the Premises a premier world-class retail program and to use its best efforts on a continuing basis to identify and enter into a Sublease with a retail operator to conduct the said retail operations;

(iii) The Lessee's obligations under Section 54 of this Agreement, entitled *"Requesting Airlines at the Airport"*, including without limitation its obligation to use its best efforts to accommodate the requests of Requesting Airlines, in furtherance of the public interest of having the Premises fully and most effectively utilized; and

(iv) The Lessee's obligations under Section 71 of this Agreement, entitled *"Relationship of the Parties"*, including without limitation its obligation to use its best efforts in every proper manner to develop and increase the business conducted by it under this Agreement, to use reasonable efforts to operate the Premises on an economic and efficient basis and to not divert, or cause or allow to be

diverted, any business from the Airport.

(2) Notwithstanding the foregoing, the Lessee's good faith implementation of the Phasing Strategy (as defined in the ATA), which shall include specifically the requirement thereunder that "Contract Carriers will not be forced to leave Terminal 4 until other accommodations are arranged", shall not, in and of itself, be deemed to violate the Lessee's obligations under this Agreement.

(e) *Airline Leasing Plan.*

Without limitation as to the generality of the requirements hereunder with respect to the ATA, the Airline Leasing Plan required pursuant to Section 43, entitled "*Airline Subleases*" shall include the ATA and the sub-subleases contemplated thereunder.

(f) *Adjusted Terminal Management Fee.*

Notwithstanding any inconsistent provision of the ATA, and notwithstanding any inconsistent conduct or understanding of the parties to the ATA, the Adjusted Terminal Management Fee shall be allocated to the last incremental amounts (if any) paid by Delta to the Lessee in any payment period pursuant to the ATA and received by the Lessee as Gross Revenues hereunder, after payment in full of all other amounts payable by Delta to the Lessee under the ATA with respect to such payment period; so that to the extent that the total amounts paid by Delta to the Lessee with respect to such payment period are insufficient to pay the total amount of all components of Delta Rent and Additional Rent (including, by way of example and not as a limitation, the Additional Capital Charge and ATA Permitted O&M Expenses) due with respect to such payment period (without giving effect to any provision in the ATA that permits accrual and carrying forward of any components of Delta Rent not paid on a current basis, but after giving effect to any reconciliations or true-ups for overpayments and underpayments as provided for in Sections 7.04 and 15.03, respectively, of the ATA), such insufficiency shall be used to reduce the amount of the Adjusted Terminal Management Fee due under the ATA with respect to such payment period prior to reducing the amount of any other component of Delta Rent or Additional

Rent due with respect to such payment period.

(g) *Permitted O&M Expenses.*

Notwithstanding any inconsistent provision of the ATA, and notwithstanding any inconsistent conduct or understanding of the parties to the ATA, no legal fees or costs paid or payable by the Lessee or Delta in connection with the negotiation of the ATA shall constitute Permitted O&M Expenses hereunder. Notwithstanding the foregoing or anything contained herein to the contrary, however, all legal fees and costs paid or payable by the Lessee in connection with the Lessee's enforcement of the Lessee's rights and Delta's obligations under the ATA, including all legal fees and costs paid or payable by the Lessee in connection with the prosecution, defense or settlement of any claim or dispute under or relating to the ATA, shall constitute Permitted O&M Expenses hereunder (subject to the accounting rules therefor). The Lessee shall not charge as Permitted O&M Expenses any legal fees or costs paid or payable in respect of matters relating to Delta's ownership interest in IAT Member.

(h) *No Agreement to Arbitrate.*

The Port Authority's consent to the ATA hereunder shall not be deemed to be a consent by the Port Authority to arbitrate any dispute or claim under or in connection with the ATA, whether in the Port Authority's capacity as the landlord under this Agreement, enforcing its right as a third-party beneficiary to enforce directly against the Sublessee the obligations of the Sublessee under the ATA, as set forth in Section 5(d), or in the Port Authority's capacity as the Lessee's successor under the ATA upon the termination of this Agreement prior to the Expiration Date; and no agreement under the ATA to arbitrate any dispute or claim shall require the Port Authority to submit to arbitration of any such dispute or claim (but as between the Lessee and Delta, the provisions of Article 28 of the ATA may be implemented).

(i) *No Consent to Phases II or III.*

Notwithstanding that the ATA

provides for a "Phase II/III Option", pursuant to which Delta may undertake further expansion projects at the Premises, and notwithstanding that the Port Authority has agreed in Section 5A(a)(5) that the Lessee's and Delta's performance of their respective obligations and exercise of their respective rights under such provisions of the ATA, as between the Lessee and Delta within the scope of the ATA, shall not constitute a breach or default of any obligation under this Agreement, the Lessee specifically acknowledges and agrees that any such Phase II or Phase III construction shall be subject to the Port Authority's prior consent and approval, and that the Port Authority does not hereby consent to any construction at the Premises in connection with the ATA except as specifically provided in Section 18A. "

4. Amendment and Restatement of Section 8 of the Lease

(a) *Amendment and Restatement.*

Section 8 of the Lease, entitled "*Rental*", is hereby amended and restated in its entirety to read as follows:

"Section 8. Rental

(I) In consideration of the rights granted to the Lessee under this Agreement, the Lessee agrees to pay, fund or apply rentals and other amounts as provided below:

(a) **Permitted O&M Expenses and Ground Rental.**

(i) ***Permitted O&M Expenses.***

The Lessee shall pay Permitted O&M Expenses (as such term is defined in Exhibit 8.1A) or cause the Trustee to pay Permitted O&M Expenses pursuant to Sections 7, 8 and 9 of Appendix A to the Trust Administration Agreement.

(ii) ***Ground Rental.***

(1) *Ground Rental.* The Lessee shall pay, or shall cause the Trustee to pay in accordance with the applicable provisions of Section 7 of Appendix A to the Trust Administration Agreement, on each Monthly Funding

Date throughout the Term, Ground Rental ("**Ground Rental**") as a Proratable Amount in an amount equal to one-twelfth of the Base Rental Amount for the applicable Alternative Annual Period.

(b) **Facility Rental**.

In consideration of the use and occupancy of the Terminal, the Lessee shall in all events pay a facility rental (the "**Facility Rental**") on each date (such date, a "**Semi-Annual Funding Date**") that is three days prior to a date for the payment of Debt Service (such date for the payment of Debt Service, a "**Debt Service Payment Date**") in an amount that, when combined with all other funds available for the payment of Debt Service, shall be equal to the amount due for the payment of Debt Service on such Debt Service Payment Date.

(i) *[Reserved]*

(ii) The Lessee shall pay Facility Rental in consideration of the use and occupancy of the Terminal during the Post-DBO Period (such Facility Rental, "**Facility Rental B**"). Facility Rental B shall be composed of (p) an amount that, when combined with all other funds available for the payment of Series 6 Debt Service, shall be equal to the amount due for the payment of Series 6 Debt Service on such Debt Service Payment Date ("**Series 6 Facility Rental**") and (q) an amount that, when combined with all other funds available for the payment of Series 8 Debt Service, shall be equal to the amount due for the payment of Series 8 Debt Service on such Debt Service Payment Date ("**Series 8 Facility Rental**"), and shall be paid as follows:

(A) (1) on each Monthly Funding Date (except a Debt Service Payment Date), in an amount equal to (x) the amount of interest due as Series 6 Debt Service on the next succeeding Debt Service Payment Date after taking into account other funds available for the payment of Series 6 Debt Service in the Bond Fund or to be transferred to the Bond Fund on or before such Debt Service Payment Date pursuant to the Trust Administration Agreement divided by (y) the number of Monthly Funding Dates and Semi-Annual Funding Dates (including the current Monthly Funding Date or Semi-

Annual Funding Date) remaining prior to the next succeeding Debt Service Payment Date on which a payment of interest is to be made; and

(2) on each Monthly Funding Date (except a Debt Service Payment Date), in an amount equal to (x) the amount of interest due as Series 8 Debt Service on the next succeeding Debt Service Payment Date after taking into account other funds available for the payment of Series 8 Debt Service in the Bond Fund or to be transferred to the Bond Fund on or before such Debt Service Payment Date pursuant to the Trust Administration Agreement divided by (y) the number of Monthly Funding Dates and Semi-Annual Funding Dates (including the current Monthly Funding Date or Semi-Annual Funding Date) remaining prior to the next succeeding Debt Service Payment Date on which a payment of interest is to be made; and

(B) (1) on each Monthly Funding Date, in an amount equal to (x) the amount of principal expected to be due as Series 6 Debt Service (including with respect to Special Mandatory Redemptions, if any) on the next Debt Service Payment Date on which a principal payment is to be made after taking into account other funds available to pay such Series 6 Debt Service in the Bond Fund or to be transferred to the Bond Fund on or prior to the next Debt Service Payment Date on which a principal payment is to be made pursuant to the Trust Administration Agreement divided by (y) the number of Monthly Funding Dates (including the current Monthly Funding Date) remaining prior to the next succeeding Debt Service Payment Date on which a payment of principal is to be made; and

(2) on each Monthly Funding Date, in an amount equal to (x) the amount of principal expected to be due as Series 8 Debt Service (including with respect to Special Mandatory Redemptions, if any) on the next Debt Service Payment Date on which a principal payment is to be

made after taking into account other funds available to pay such Series 8 Debt Service in the Bond Fund or to be transferred to the Bond Fund on or prior to the next Debt Service Payment Date on which a principal payment is to be made pursuant to the Trust Administration Agreement divided by (y) the number of Monthly Funding Dates (including the current Monthly Funding Date) remaining prior to the next succeeding Debt Service Payment Date on which a payment of principal is to be made; and

(C) (1) on each Semi-Annual Funding Date, in an amount equal to the amount due on the next succeeding Debt Service Payment Date after taking into account other funds available in the Bond Fund or to be transferred to the Bond Fund on or before such Debt Service Payment Date for the payment of Series 6 Debt Service; and

(2) on each Semi-Annual Funding Date, in an amount equal to the amount due on the next succeeding Debt Service Payment Date after taking into account other funds available in the Bond Fund or to be transferred to the Bond Fund on or before such Debt Service Payment Date for the payment of Series 8 Debt Service.

(iii) *[Reserved]*

(iv) ***Payment of Facility Rental in accordance with Trust Administration Agreement.***

Any payment of Facility Rental shall be made in accordance with the applicable terms of the Trust Administration Agreement, and any use of funds held pursuant to the Trust Administration Agreement to pay (or provide for payment of) Debt Service or Facility Rental as provided thereunder, shall satisfy Lessee's obligations hereunder; except to the extent that the Trustee shall, by use of any amount in the Debt Service Fund, be subrogated to the Port Authority's right to receive Facility Rental as provided in Section 4(B)(1) of Appendix A to the Trust Administration Agreement.

(v) ***Payments to Debt Service Fund in accordance with Trust Administration Agreement.***

The Lessee shall make payments, or cause the Trustee to make transfers, to the Debt Service Fund in accordance with Section 6(B)(4) of Appendix A to the Trust Administration Agreement.

(vi) ***Limitation on Payments of Facility Rental.***

Notwithstanding the provisions of Sections 8(I)(b)(ii)(A) and (B) above, however, Facility Rental payable under this paragraph (b) shall be paid only out of the excess, if any, of the estimated amount of Gross Revenues with respect to the Month preceding the Month in which the Monthly Funding Date occurs over the sum of (x) the payments of Permitted O&M Expenses with respect to such prior Month (including deposits for such purposes into the Operations and Maintenance Expense Fund) and (y) the amount of any Ground Rental payable pursuant to Section 8(I)(a)(ii) with respect to such prior Month.

(c) **Subordinated Fundings.**

The Lessee shall pay or provide for the payment of the following obligations (each a "**Contingent Obligation**" and collectively, the "**Contingent Obligations**") by making or providing Subordinated Funding for such Contingent Obligations in accordance with the provisions of this subsection (c):

Lessee Terminal Management Funds,

Series 6 First Additional Land Rental,

Series 8 First Additional Land Rental

Lessee Retail Management Funds,

Capital Improvements Reserve Fund,

Adjusted Terminal Management Fee,

Port Authority Residual Rental, and

Lessee Residual Funds

(i) ***Calculation of Subordinated Fundings.***

(1) *Calculation of Initial Available Net Cash Flow and Available Net Cash Flow.*

(A) "**Initial Available Net Cash Flow**" shall mean, with respect to

any period, an amount equal to (x) Gross Revenues with respect to such period plus (y) the sum of (A) amounts on deposit as Reserve Amounts that are utilized to pay Permitted O&M Expenses in such period and (B) amounts held as reserves in the Subordinated Payments and Lessee Reserve Fund, minus (z) the sum of (A) the amount of Permitted O&M Expenses expended for such period, (B) [intentionally omitted], (C) Ground Rental with respect to such period, (D) the sum of any payments (or fundings) of Facility Rental with respect to such period, (E) amounts deposited, with respect to such period, as required deposits pursuant to Section 4 (Debt Service Reserve Fund), Section 8 (Operation and Maintenance Reserve Fund) and Section 9 (Major Maintenance and Renewal Fund) of Appendix A to the Trust Administration Agreement, and (F) payments directly from the Revenue Fund into the Section 148(f) Payment Fund as directed by the Lessee pursuant to the Trust Administration Agreement.

(B) "**Available Net Cash Flow**" shall mean, with respect to any period, an amount equal to the difference obtained by subtracting from the Initial Available Net Cash Flow the reductions described in Section 8.2 of Article VIII of Supplemental Lease Agreement No. 1, as amended, supplemented and restated.

(C) *[Reserved]*

(2) ***Priority of Subordinated Fundings.***

Available Net Cash Flow shall be applied to the following Contingent Obligations in the order of priority specified below (each, a "**Priority Level**"); and to the extent Available Net Cash Flow is used to fund any Contingent Obligation, it shall constitute a "**Subordinated Funding**".

(I) *[Reserved]*

(II) With respect to the Alternative Annual Period commencing December 1, 2005, and with respect to each Alternative Annual Period thereafter:

(A) **First Priority Level:** 90 % of the Lessee Terminal Management Funds.

(B) **Second Priority Level:** Lessee Retail Management Funds and Series 6 First Additional Land Rental (calculated, accrued and increased in accordance with Section 8(I)(d)(ii)) and Series 8 First Additional Land Rental (calculated, accrued and increased in accordance with Section 8(I)(d)(iii)).

(C) **Third Priority Level**: Capital Improvements Reserve Fund, in accordance with Section 12 of Appendix A to the Trust Administration Agreement.

(D) **Fourth Priority Level:** The Adjusted Terminal Management Fee, to the extent deemed paid to the Lessee pursuant to the ATA, as more specifically provided in paragraph (f), entitled "*Adjusted Terminal Management Fee*" of Section 5A of this Agreement.

(E) **Fifth Priority Level:** Port Authority Residual Rental and Lessee Residual Funds, 90% to the Port Authority and 10% to Lessee.

(3) *Funding of Priority Levels.*

Contingent Obligations at any Priority Level are to be funded for any period only if and to the extent there is any remaining Available Net Cash Flow to do so after Available Net Cash Flow has been used to fund in full the Contingent Obligations described at each higher Priority Level. Where multiple Contingent Obligations exist at a single Priority Level, each such Contingent Obligation shall be funded on a *pari passu* basis; provided, however, it is understood that when Port Authority Residual Rental and Lessee Residual Funds are on the same Priority Level, of available funds are to be funded to the Port Authority as Port Authority Residual Rental and of available funds are to be funded to the Lessee as Lessee Residual Funds. Except as specifically provided in this Agreement with respect to the First Additional Land Rental, unfunded Contingent Obligations expire and are not carried forward from one Alternative Annual

Period to a subsequent Alternative Annual Period. Notwithstanding the foregoing and with no exceptions, Contingent Obligations at the end of the Term shall cease and expire; provided, however, that any and all obligations owed by the parties to one another to pay any unpaid amount of True-up Fundings or True-up Deductions, as described in Section 8(I)(c)(iii)(2), shall survive the end of the Term and shall not constitute an exception within the meaning of this sentence.

(4) *[Reserved]*

(5) Funding of Priority Levels during each Alternative Annual Period shall be made by the Lessee as follows:

(A) **First Priority Level:** The Lessee shall pay, to the extent of Available Net Cash Flow, 90% of the Lessee Terminal Management Funds.

(B) **Second Priority Level:** In the event Available Net Cash Flow is sufficient to pay in full the Contingent Obligations described at the First Priority Level of Subordinated Fundings, any remaining Available Net Cash Flow shall then be allocated to pay the Lessee Retail Management Funds, Series 6 First Additional Land Rental and Series 8 First Additional Land Rental in the same proportion that each of the Lessee Retail Management Funds, Series 6 First Additional Land Rental and Series 8 First Additional Land Rental, respectively, bears to the sum of the Lessee Retail Management Funds, Series 6 First Additional Land Rental and Series 8 First Additional Land Rental which is due during the Alternative Annual Period in which such allocated payments are being calculated.

(C) **Third Priority Level:** In the event Available Net Cash Flow is sufficient to pay in full the Contingent Obligations described at the First and Second Priority Level of Subordinated Fundings, any remaining Available Net Cash Flow shall then be allocated to the Capital Improvements Reserve Fund in accordance with Section 12 of the Amended and Restated Appendix A to the Trust Administration Agreement.

(D) **Fourth Priority Level:** In the event Available Net Cash Flow is sufficient to pay in full each of the Contingent Obligations described at the First, Second and Third Priority Levels of Subordinated Fundings, any remaining Available Net Cash Flow shall then be allocated to pay the payment obligations at the Fourth Priority Level, described hereinabove in Section 8(I)(c)(i)(2)(II)(D).

(E) **Fifth Priority Level:** In the event Available Net Cash Flow is sufficient to pay in full each of the Contingent Obligations described at the First, Second, Third and Fourth Priority Levels of Subordinated Fundings, any remaining Available Net Cash Flow shall then be allocated to pay the payment obligations at the Fifth Priority Level, described hereinabove in Section 8(I)(c)(i)(2)(II)(E).

(ii) ***Semi-Annual Fundings.***

(1) *Calculation of Semi-Annual Fundings.*

On each Semi-Annual Subordinated Funding Date, the Lessee shall make Subordinated Fundings on an actual (but unaudited) basis reflecting the Available Net Cash Flow and Contingent Obligations, and in the case of the Second Semi-Annual Period, aggregated over the Semi-Annual Periods in the same Alternative Annual Period, and as adjusted by amounts previously funded to either the Port Authority or the Lessee in the immediately preceding First Semi-Annual Period of the same Alternative Annual Period. For the purposes of

this Section 8, (x) the "**First Semi-Annual Period**" of any Alternative Annual Period shall commence on December 1 and end on May 31, (y) the "**Second Semi-Annual Period**" of any Alternative Annual Period shall commence on June 1 and end on November 30 and (z) the First Semi-Annual Period and the Second Semi-Annual Period shall each be referred to as a "**Semi-Annual Period**", and collectively as "**Semi-Annual Periods**". The Lessee shall calculate such Subordinated Fundings as provided below:

(A) Aggregate Available Net Cash Flow. The Lessee shall calculate the aggregate Available Net Cash Flow (the "**Aggregate Available Net Cash Flow**") for (x) the First Semi-Annual Period of each Alternative Annual Period which shall be the Available Net Cash Flow in such First Semi-Annual Period and (y) the Second Semi-Annual Period of each Alternative Annual Period which shall be the sum of the Available Net Cash Flow in the First Semi-Annual Period and the Available Net Cash Flow in the Second Semi-Annual Period; then

(B) Aggregate Contingent Obligations. For each category of Contingent Obligation, in each Alternative Annual Period, the Lessee shall aggregate (i) for any First Semi-Annual Period, the amount of such Contingent Obligation applicable to such First Semi-Annual Period and (ii) for any Second Semi-Annual Period, the sum of the amount of such Contingent Obligation applicable to the First Semi-Annual Period and the Second Semi-Annual Period in the same Alternative Annual Period (each, an "**Aggregate Contingent Obligation**"); then

(C) Application of Funds. In accordance with Sections 8(I)(c)(i)(2) through 8(I)(c)(i)(5), the Lessee shall apply the Aggregate Available Net Cash Flow to fund each such Aggregate Contingent Obligation in the order of priority set forth for the respective Contingent Obligation under Section 8(I)(c)(i) to the extent of such Aggregate Available Net Cash Flow (included in this calculation is the possibility that categories of Contingent

Obligations funded in the First Semi-Annual Period of an Alternative Annual Period may later be deemed to have not been funded in the First Semi-Annual Period); then

(D) Aggregate Fundings. The Lessee shall calculate (x) the sum of Aggregate Contingent Obligations payable to the Port Authority which are to be funded in accordance with clause (C) above (the "**Port Authority Aggregate Fundings**"), (y) the sum of Aggregate Contingent Obligations which are to be funded as Lessee Unrestricted Funds in accordance with clause (C) above (the "**Lessee Aggregate Fundings**") and (z) the sum of Aggregate Contingent Obligations to be deposited into the Capital Improvements Reserve Fund in accordance with clause (C), above (the "**Capital Improvements Reserve Fund Aggregate Funding**"); then

(E) First Semi-Annual Period Fundings. For the First Semi-Annual Period of an Alternative Annual Period, the Lessee shall (x) pay to the Port Authority the Port Authority Aggregate Fundings with respect to such First Semi-Annual Period, (y) make available as Lessee Unrestricted Funds the Lessee Aggregate Fundings with respect to such First Semi-Annual Period and (z) deposit into the Capital Improvements Reserve Fund the Capital Improvements Reserve Fund Aggregate Funding with respect to such First Semi-Annual Period; (x), (y) and (z) shall be paid together as Subordinated Fundings on the Semi-Annual Subordinated Funding Date for the First Semi-Annual Period; then

(F) Second Semi-Annual Period Fundings. For the Second Semi-Annual Period of an Alternative Annual Period, the Lessee shall (x) pay to the Port Authority the difference of Port Authority Aggregate Fundings for such Second Semi-Annual Period less the amount of the Port Authority Aggregate Fundings with respect to the First Semi-Annual Period in the same Alternative Annual Period, (y) make available as Lessee Unrestricted Funds the difference of the

Lessee Aggregate Fundings for such Second Semi-Annual Period less the Lessee Aggregate Fundings with respect to the First Semi-Annual Period in the same Alternative Annual Period and (z) deposit into the Capital Improvements Reserve Fund the difference of the Capital Improvements Reserve Fund Aggregate Funding for such Second Semi-Annual Period less the Capital Improvements Reserve Fund Aggregate Funding for the First Semi-Annual Period in the same Alternative Annual Period; (x), (y) and (z) shall be paid together as Subordinated Fundings on the Semi-Annual Subordinated Funding Date for the Second Semi-Annual Period.

(2) *Financial Statements*. Each time Subordinated Fundings are made, the Lessee shall deliver to the Port Authority the cash basis, unaudited financial statements for the Semi-Annual Period covered by such Subordinated Fundings together with a certificate signed by one or more authorized officers of the Lessee stating (a) that such Subordinated Fundings have been made in accordance with this Agreement, including an explanation of any downward adjustments made pursuant to Sections 8.2 (i) and (ii) of Supplemental Lease Agreement No. 1, as amended by Supplemental Lease Agreement No. 4, (b) the amount of the Initial Available Net Cash Flow as of the end of the relevant Semi-Annual Period, (c) the reductions described in Section 8.2 of Article VIII of Supplemental Lease Agreement No. 1, as amended, supplemented and restated, (d) the amount of Available Net Cash Flow resulting after subtracting the amounts in clause (c), above, from the amount in clause (b), above, of this paragraph, and (e) the amount and category of all Subordinated Fundings made with respect to the relevant Semi-Annual Period.

(3) *Non-Interference*. The Port Authority and the Lessee agree that neither party shall intentionally interfere with or manipulate the receipt of Gross Revenues or the payment of Permitted O&M Expenses so as to unfairly disadvantage the other party.

(4) *Semi-Annual Subordinated*

Funding Dates. The first day of the second Month following any Semi-Annual Period shall be a **"Semi-Annual Subordinated Funding Date"**, such that July 1 is the Semi-Annual Subordinated Funding Date for the immediately preceding Semi-Annual Period commencing December 1 and ending May 31, and January 1 is the Semi-Annual Subordinated Funding Date for the immediately preceding Semi-Annual Period commencing on June 1 and ending November 30; provided, however, that if a Semi-Annual Subordinated Funding Date falls on a day that is not a Business Day, it shall be deemed to occur on the next Business Day thereafter and provided further, however, the parties may both execute a writing delivered to the other party on or before any particular (x) January 1 Semi-Annual Subordinated Funding Date pursuant to which they agree that such particular January 1 Semi-Annual Subordinated Funding Date shall be deemed to occur three Business Days prior to such January 1 Semi-Annual Subordinated Funding Date or (y) July 1 Semi-Annual Subordinated Funding Date pursuant to which they agree that such particular July 1 Semi-Annual Subordinated Funding Date shall be deemed to occur on the June 15 immediately preceding such July 1 Semi-Annual Subordinated Funding Date except that these clauses (x) and (y) shall apply if, and only if, there exists no Total Deferred APO Amount outstanding as of the date which the parties propose as the deemed Semi-Annual Subordinated Funding Date.

(5) *Relationship of Semi-Annual Subordinated Funding Dates to Semi-Annual Periods*. Wherever in this Agreement a Semi-Annual Subordinated Funding Date, or any actions taken thereon or in respect of, shall be said to be "with respect to" or otherwise connected with a particular Semi-Annual Period or a "current" Semi-Annual Period, such Semi-Annual Period shall be the Semi-Annual Period directly preceding the Semi-Annual Subordinated Funding Date (for example, the Semi-Annual Period commencing December 1 and ending May 31 is the current

Semi-Annual Period with respect to the Semi-Annual Subordinated Funding Date occurring on the immediately succeeding July 1).

(iii) ***Annual Adjustments***.

(1) *Annual True-up*. On May 1 following each Alternative Annual Period (the "**True-up Date**"), the Lessee shall determine the actual Available Net Cash Flow for the preceding Alternative Annual Period based on the Cash Basis Financial Statements for such Alternative Annual Period, and on the same basis, the Lessee shall recalculate the amount of Subordinated Fundings that should have been made with respect to such Alternative Annual Period (the "**Annual Subordinated Fundings**") in accordance with Section 8(I)(c)(i). In addition, subject to the *proviso* set forth in Section 60(k)(i) of this Agreement, as amended by Supplemental Lease Agreement No. 4, the Lessee shall be obligated to deliver to the Port Authority, on or before April 30 following each Alternative Annual Period, Annual Audited Financial Statements for the preceding Fiscal Year.

(2) *True-up Fundings and Deductions*. In the event the aggregate amount of Annual Subordinated Fundings exceeds the aggregate amount of the Semi-Annual Fundings made with respect to such Alternative Annual Period to either or both parties, within three Business Days after the True-up Date, the Lessee shall make additional funds available or cause such funds to be made available in accordance with Amended and Restated Appendix A to the Trust Administration Agreement to make additional fundings ("**True-up Fundings**") so that the sum of the Semi-Annual Fundings and the True-up Fundings is equal to the amount of the Annual Subordinated Fundings. If the aggregate amount of all Semi-Annual Fundings made with respect to such Alternative Annual Period exceeds the aggregate amount of Annual Subordinated Fundings, the Lessee shall deduct the amount of such excess (the "**True-up Deduction**") from funds that are to be made available by it or cause the Trustee to make appropriate adjustments to funds held under the Trust Administration

Agreement so that the sum of all Semi-Annual Fundings after deducting such True-up Deduction is equal to the Annual Subordinated Fundings. For purposes of this Section 8, True-up Deductions and True-up Fundings shall be deemed made as of the last day of the Alternative Annual Period to which they apply. No True-up Deduction may be applied to reduce the amount of Facility Rental payable during any Alternative Annual Period. If there are no funds to be made available in accordance with Amended and Restated Appendix A to the Trust Administration Agreement, then such True-up Fundings or True-up Deductions, as may be the case, shall be applied to the next Semi-Annual Funding. Any First Additional Land Rental owed and not paid to the Port Authority as of the prior Semi-Annual Subordinated Funding Date shall accrue interest at the Special Project Bond Rate until paid. Any unpaid amount shall constitute an amount owed by the respective party to the other party until paid.

(3) *True-up Penalty.* If the amount of the True-up Fundings to the Port Authority for the Alternative Annual Period with respect to which such True-up Fundings are made exceeds 10% (ten percent) of the aggregate amount of Semi-Annual Subordinated Fundings to the Port Authority for such Alternative Annual Period, there shall be a payment to the Port Authority ("**Port Authority True-up Penalty Distribution**") on the Semi-Annual Subordinated Funding Date with respect to the Semi-Annual Period in which the True-up Date occurs in an amount equal to one-half of one year's interest on such True-up Fundings to the Port Authority at the Special Project Bond Rate. If the amount of the True-up Fundings to the Lessee for the Alternative Annual Period with respect to which such True-up Fundings are made exceeds 25% (twenty-five percent) of the aggregate amount of Semi-Annual Subordinated Fundings to the Lessee for such Alternative Annual

Period, there shall be an obligation for Lessee Unrestricted Funds ("**Lessee True-up Penalty Funds**") on the Semi-Annual Subordinated Funding Date with respect to the Semi-Annual Period in which the True-up Date occurs in an amount equal to one-half of one year's interest on such True-up Fundings to the Lessee at the Special Project Bond Rate. The Port Authority True-up Penalty Distribution and Lessee True-up Penalty Funds shall be applied against the Semi-Annual Fundings on the Semi-Annual Subordinated Funding Date with respect to the Semi-Annual Period in which the True-up Date occurs, and if the Semi-Annual Fundings are not sufficient to pay such True-up Penalty Amounts, they shall be carried forward to the next Semi-Annual Subordinated Funding Date with interest accrued at the Special Project Bond Rate.

(d) **Calculation of Certain Contingent Obligations**.

(i) *[Reserved]*

(ii) ***First Additional Land Rental.***

(1) ***Series 6 First Additional Land Rental***.

Until May 13, 2026, with respect to each Semi-Annual Period or part thereof, there shall be a Proratable Amount and Contingent Obligation for payment to the Port Authority (the "**Series 6 First Additional Land Rental**") in an amount equal to one-half of the annual rate, which annual rate shall be equal to

provided, however, that, in the event Series 6 First Additional Land Rental is not fully paid to the Port Authority with respect to any Alternative Annual Period due to insufficient Available Net Cash Flow, the Series 6 First Additional Land Rental for the subsequent Alternative Annual Period shall be increased by the amount of any such unpaid Series 6 First Additional Land Rental with respect to such prior Alternative Annual Period plus interest thereon at the Special Project Bond Rate from and including the first day of such subsequent Alternative Annual Period through the last day of

the Semi-Annual Period with respect to which payment is made. It is understood that such increased amount, calculated in accordance with the foregoing *proviso,* shall be inclusive of any carryover amounts of Series 6 First Additional Land Rental due and unpaid from prior Alternative Annual Periods which continue to remain unpaid by the Lessee (together with all interest which continues to accrue thereon), in addition to any unpaid Series 6 First Additional Land Rental with respect to the immediately prior Alternative Annual Period which is expressly described in the foregoing *proviso.*

(2) ***Series 8 First Additional Land Rental.***

With respect to each Semi-Annual Period or part thereof occurring from and after the earlier of (x) 2010 Expansion DBO and (y) January 1, 2014 (such earlier date, the "***Series 8 FALR Commencement Date***"), there shall be a Proratable Amount and Contingent Obligation for payment to the Port Authority (the "**Series 8 First Additional Land Rental**") in the amount of one-half of the following annual rates:

(x) For the year commencing on the Series 8 FALR Commencement Date and ending on the day preceding the first anniversary of the Series 8 FALR Commencement Date, an annual rate equal to of Series 8 Debt Service;

(y) For the year commencing on the first anniversary of the Series 8 FALR Commencement Date and ending on the day preceding the second anniversary of the Series 8 FALR Commencement Date, an annual rate equal to f Series 8 Debt Service; and

(z) For each year thereafter, an annual rate equal to f Series 8 Debt Service;

provided, however, that, in the event Series 8 First Additional Land Rental is not fully paid to the Port Authority with respect to any Alternative Annual Period due to insufficient Available Net Cash Flow, the Series 8 First Additional Land Rental for the subsequent

Alternative Annual Period shall be increased by the amount of any such unpaid Series 8 First Additional Land Rental with respect to such prior Alternative Annual Period plus interest thereon at the Special Project Bond Rate from and including the first day of such subsequent Alternative Annual Period through the last day of the Semi-Annual Period with respect to which payment is made. It is understood that such increased amount, calculated in accordance with the foregoing *proviso,* shall be inclusive of any carryover amounts of Series 8 First Additional Land Rental due and unpaid from prior Alternative Annual Periods which continue to remain unpaid by the Lessee (together with all interest which continues to accrue thereon), in addition to any unpaid Series 8 First Additional Land Rental with respect to the immediately prior Alternative Annual Period which is expressly described in the foregoing *proviso*.

(iii) ***Calculation of Residual Cash Flow***.

(1) *Definition of Residual Cash Flow*. An amount shall be computed (the "**Residual Cash Flow**") equal to the amount of Available Net Cash Flow, if any, remaining after payment in full of the First through the Fourth Priority Levels for all Alternative Annual Periods, in accordance with Section 8(I)(c).

(2) *Calculation of Port Authority Residual Rental and Lessee Residual Funds*. There shall be Contingent Obligations (A) for Lessee Unrestricted Funds (the "**Lessee Residual Funds**") equal to of the Residual Cash Flow and (B) for payment to the Port Authority (the "**Port Authority Residual Rental**") equal to the Residual Cash Flow.

(iv) *[Reserved]*

(v) *[Reserved]*

(e) **Pro Rata Treatment of Proratable Amounts**.

If a Proratable Amount is not due for the entire stated period to which it applies (a "**Fixed Period**") but rather for only a part thereof (an "**Actual Period**"), the Proratable

Amount shall be prorated (on a prospective basis, if possible and if not possible, then retroactively):

(i) if the Fixed Period is a year and the Actual Period is an entire Month, by dividing the Proratable Amount by 12;

(ii) if the Fixed Period is a year and the Actual Period is six entire Months, by dividing the Proratable Amount by 2;

(iii) if the Fixed Period is a year and the Actual Period is an entire Quarter, by dividing the Proratable Amount by 4; and

(iv) in any other circumstance, by multiplying the Proratable Amount by a fraction the numerator of which is the number of days in the Actual Period and the denominator of which is the number of days in the Fixed Period.

(f) *[Reserved]*

(g) *[Reserved]*

(h) **Abatement of Rental**.

If at any time the Lessee shall become entitled to an abatement of rent pursuant to the provisions of this Agreement or otherwise, only Ground Rental or, under Section 78, Port Authority Ramp Control Tower Rental, shall be abated. Such abatement shall be determined on an equitable basis. There shall be no abatement of any other rental or Subordinated Funding payable under this Agreement."

(i) *[Reserved]*

(j) *[Reserved]*

(II) *[Reserved]*

(III) *[Reserved]*

(b) *Amendment to Exhibit 8.1.*

Exhibit 8.1 to the Lease is hereby amended as follows:

(1) In paragraph (I)(b), there is added to the end thereof, after the words "Major Maintenance

and Renewal Fund", the following: "or the Capital Improvements Reserve Fund".

(2) The first sentence of paragraph (II)(d) thereof is deleted in its entirety, and the following is substituted in place thereof: "Any other payment, disbursement, fee or emolument to a Direct or Indirect Owner or Affiliate of the Lessee other than those (i) expressly allowed in paragraph (I)(i) above or (ii) permitted under Section 21 of this Agreement."

(3) In paragraph (II)(e), the first word, "Any", is deleted, and the following is substituted in its place: "Except to the extent permitted under Section 21 of this Agreement, any".

5. Amendment to Section 11 of the Lease

Section 11 of the Lease, entitled "*Place of Payments*", is deleted in its entirety, and the following is substituted in its place:

"Section 11. Place of Payments

All payments required of the Lessee by this Agreement shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA, PENNSYLVANIA 19195-0001

or made via the following wire transfer instructions:

Credit Bank Name:	TD BANK
Credit Bank Address:	6000 Atrium Way Mount Laurel, NJ 08054
Credit Bank ABA #:	031201360
Beneficiary Acct/ID #:	5950011618
Beneficiary Name:	THE PORT AUTHORITY OF NY & NJ

or sent to such other address as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Lessee."

6. Amendment and Restatement of Section 12 of the Lease

Section 12 of the Lease, entitled "*Limited Appointment as Agent*", is hereby amended and restated in its entirety as follows:

"Section 12. Title to Improvements and Other Property

Title to all improvements to the Premises, whether constructed as Construction Work under Sections 18 or 18A or constructed or reconstructed pursuant to Section 19 or otherwise, shall pass to The City of New York as the same or any part thereof is erected, constructed or installed, and shall constitute a part of the Premises. Title to all furnishings, fixtures and improvements purchased by the Lessee for use in the Premises that are necessary or appropriate for the operation of a passenger air terminal, including without limitation jet bridges, flight information display systems, check-in counters, passenger baggage systems and communications systems, as well as lighting and sanitary fixtures and the like, whether purchased with the proceeds of Passenger Terminal Bonds or otherwise, shall pass directly to the Port Authority or The City of New York, as appropriate, and shall constitute a part of the Premises upon installation or placement therein. The Port Authority will execute and provide to the Lessee any forms required to permit the Lessee and its contractors to qualify for exemption from New York State and City sales taxes with respect to such purchases to the extent permitted by applicable law."

7. Construction of the 2010 Expansion Project

(a) *New Section 18A.*

The Lease is hereby amended and supplemented by the addition, following Section 18, entitled "*Construction by the Lessee*", of a new Section 18A, as follows:

"Section 18A. CONSTRUCTION OF THE

2010 EXPANSION PROJECT

(a) 2010 Expansion Project.

(1) *2010 Expansion Project.*

The Lessee shall undertake a project to design and construct a renovation, modification and expansion of the Terminal, of which an overview is shown in the drawing attached as Exhibit 18A.1 (the "**2010 Expansion Project**"), which shall include without limitation the following elements (the square footages of which shall be as set forth in the 2010 Basis of Design, as defined below):

(i) construction of an extension to Concourse B, including:

(A) nine (9) new aircraft building gate positions, each of which shall have hydrant access to the Underground Fuel System; of such new aircraft building gate positions, all shall be capable of handling international movements and six (6) shall be capable of accommodating Group V Aircraft (as classified pursuant to the FAA Aircraft Design Group Classification),

(B) passenger hold rooms supporting such nine new aircraft building gate positions,

(C) airline club and operational space, and

(D) new shell space to contain new Concession Areas;

(ii) renovation and improvement of existing aircraft building gate positions;

(iii) modification and rehabilitation of certain sections of the surrounding aircraft apron area and the Apron Fuel Facilities and Underground Fueling System to support the expanded Concourse B space, as well as related site and utilities work; and

(iv) modification and expansion of the existing headhouse to accommodate the expected increase in

passenger traffic and new operational needs, including:

(A) relocation and expansion of the passenger security checkpoint to a centralized location over the current retail concessions hall, with new vertical access to such concessions hall, which will be modified to operate in the secure portion of the Terminal,

(B) construction of a new domestic baggage claim hall, new make-up areas and expanded baggage re-check operations space,

(C) expansion of the FIS Facilities, and

(D) acquisition and installa-tion of a new fully-automated in-line baggage security screening and explosive detection system.

(2) *Development of Project by Delta.*

(i) The Port Authority acknowledges that although the obligations provided in this Section 18A and the other provisions of this Agreement that expressly reference or are deemed to reference this Section 18A are the obligations of the Lessee, as the lessee under this Agreement, the 2010 Expansion Project will be developed and constructed by Delta, as the Lessee's anchor tenant under the ATA, which will incorporate by reference, to the extent they relate to the 2010 Expansion Project, the terms and provisions of this Section 18A and the other provisions of this Agreement that expressly reference or are deemed to reference this Section 18A, and the Port Authority shall accept due performance by Delta of such obligations. Accordingly, it is understood that the obligations set forth herein with respect to the effectuation of the 2010 Expansion Project may be fulfilled either by the Lessee's performance of such obligations or by the Lessee causing Delta to perform such obligations.

(ii) In connection with and

in addition to (but not as a part of) the 2010 Expansion Project, the Lessee shall, in accordance with the provisions of Section 44, submit and implement a new Comprehensive Retail Plan relating to the new Concession Areas referred to in Section 18A(a)(1) above.

(b) Comprehensive Plan.

(1) *Comprehensive Plan.*

The Lessee has submitted to the Port Authority for review two design documents relating to the 2010 Expansion Project, entitled "*Delta Air Lines JFK Terminal 4 Concourse B Extension Basis of Design*" and "*Delta Air Lines JFK Terminal 4 Headhouse Expansion Basis of Design*", of which copies of the final versions, as approved by the Port Authority, are attached hereto, hereby made a part hereof and marked Exhibit 18A.2 (such approved versions, collectively, the "**2010 Basis of Design**"), and has submitted, or shall submit, for the Port Authority's review further plans and specifications based on the 2010 Basis of Design (such plans and specifications, upon approval by the Port Authority, together with the 2010 Basis of Design, the "**Comprehensive Plan**").

(2) *Contents of Comprehensive Plan.*

The Comprehensive Plan shall include the construction of the 2010 Expansion Project, and shall include, without limitation:

(i) Nine new aircraft building gate positions, together with all associated and related areas and facilities, including without limitation passenger boarding gate lounges;

(ii) Four hardstand positions;

(iii) All appropriate work for the construction of utility and mechanical equipment rooms and spaces and crawl spaces;

(iv) All appropriate preparatory work for the construction of new Concession Areas, including without limitation the installation of utility lines to the perimeter of the new

Concession Areas;

(v) Construction, installation and tie-in of all appropriate utility lines, pipes, mains, drains, cables, manholes, wires, conduits and other facilities required in connection with or relating to the mechanical, water, electrical, storm sewer, sanitary sewer, communications, security, fire alarm, fire protection, gas, aircraft fueling and other systems or facilities including all necessary relocations, including but not limited to all necessary pipes, valves, materials and other equipment and accessories necessary to the use and operation of the heating, cooling, electrical, water, communications and other utility systems, all as set forth in the 2010 Basis of Design with respect to the 2010 Expansion Project, as well as any of the foregoing that become necessary with respect to other portions of the Premises in consequence of the construction of the 2010 Expansion Project;

(vi) The construction and installation of additions and modifications to the underground fuel distribution system, including but not limited to additions and modifications to the Apron Fuel Facilities located within the Premises, underground pipelines, cathodic protection, emergency fuel shutoffs, fuel mains and stubs necessary or required to tie into the Distribution Portion of the Underground Fuel System at the Airport to accommodate and serve the new and relocated/reconfigured aircraft building gate positions;

(vii) To the extent permitted by KIAC, all work necessary or required to construct lateral mains to tie into the Central Terminal Area ring supply lines for hot water for heating and domestic use purposes only and chilled water for cooling purposes only, in accordance with the requirements and specifications as set forth in Section 52 hereof; provided, however, that to the extent permitted by

KIAC, such work, upon completion, shall become the property of the Port Authority or its designee and shall not be part of the Premises;

(viii) As appropriate, construction of new, and/or modification of existing, circulation areas;

(ix) As appropriate, construction of new, and/or modification of existing, aircraft ramp and apron areas;

(x) All grading and paving of ground areas and appropriate landscaping together with all related and associated work;

(xi) All taxilanes, taxiway access stubs, taxiways, restricted vehicles service road (also known as RVSR) and associated and related areas and facilities including without limitation all paving, lighting and signage appropriate or necessary in connection with the construction of the 2010 Expansion Project;

(xii) All necessary or required blast fences and other fencing;

(xiii) All other appropriate or necessary work in connection with effectuation of the 2010 Expansion Project, including without limitation all borings, surveys, route marker signs, obstruction lights and material inspections and testing, and also including all other tie-ins, temporary and otherwise, to utility lines and roadway access stubs.

(3) *Updates.*

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

(4) *Definition.*

"**Construction Work**" shall mean the work of designing and constructing the 2010

Expansion Project, as set forth in the Comprehensive Plan.

(c) Submittal of Plans and Specifications.

(1) *Submittal of Plans and Specifications.*

Subject to the provisions of paragraph (d) of this Section, entitled "Design Working Group", and paragraph (m) of this Section, entitled "Early Commencement", of this Section, prior to the commencement of the Construction Work, the Lessee shall submit to the Port Authority for the Port Authority's approval complete plans and specifications, which may be part of the Contract Documents, and all required supporting information to review and verify, including, but not limited to, drawings, reports, calculations, computer printout of analysis, etc., therefor. Until the Port Authority's approval has been obtained, the Lessee shall continue to resubmit plans and specifications as required. If the Port Authority disapproves the plans and specifications or any portion thereof, or any submittals in connection with the Comprehensive Plan, it shall set forth, in writing, in reasonable detail the reasons for such disapproval. The Port Authority may refuse to grant approval with respect to the plans and specifications if, in its opinion, any of the proposed Construction Work as set forth in said plans and specifications (all of which shall be in such detail as may reasonably permit the Port Authority to make a determination as to whether the requirements hereinafter referred to are met) shall at the time such plans and specifications are submitted to the Port Authority:

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

(ii) Not be consistent with the existing external architecture of similar improvements at Terminal 4, or

(iii) Not comply with the Port Authority's requirements with respect to exterior and interior building materials and finishes, as well as quality of construction, currently existing at the Terminal, or

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

(v) Be designed for use for purposes other than those authorized under this Agreement, or

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

(vii) Not provide adequate and proper circulation areas within the Premises, or

(viii) Not be at locations or not be oriented in accordance with the Comprehensive Plan, or

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

(x) Permit aircraft to overhang the boundary of the Premises, except when entering or leaving the Premises (unless such overhang is otherwise permitted pursuant to a valid easement or other agreement), or

(xi) Be in violation or contravention of any other provisions and terms of this Agreement, or

(xii) Not comply with all applicable Law, and Port Authority standards and guidelines, or

(xiii) Not comply with all applicable requirements of the National Board of Fire Underwriters and the Fire

Insurance Rating Organization of New York, or

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

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

(xvi) Interrupt or disturb operations at the Premises, including without limitation the operations of Airline Sublessees other than Delta, unless any such interruption or disturbance is minimized to the extent reasonably practicable, or

(xvii) Without limiting any other term or provision hereof, not comply with the Americans With Disabilities Act of 1990 and all federal rules, regulations and guidelines pertaining thereto, or

(xviii) Not comply with the Basis of Design, or

(xix) Not properly coordinate construction staging with other ongoing Airport construction projects and Airport Operations.

(2) *Submission of "Packages".*

In submitting the plans and specifications covering the Construction Work to the Port Authority for review, Delta shall submit such plans and specifications in discrete "packages" ("**Packages**") in accordance with a reasonable schedule that has been approved by the Port Authority. Delta shall adhere to the said submission schedule and the Port Authority agrees to review the Packages expeditiously when submitted on schedule, provided that the Packages shall have been prepared in accordance with the highest professional standards, complete, of uniformly high quality and well coordinated with respect to all engineering and architectural disciplines.

(d) Design and Construction Working Group.

The Lessee and the Port Authority

shall establish a design and construction working group to review the development of the 2010 Expansion Project and all drawings, specifications, calculations and reports, etc. prior to the submission of any drawings or plans to the Port Authority. The working group shall meet on a regular basis in order that the Port Authority shall generally be informed of all areas of the design of the 2010 Expansion Project and be aware of all construction or approval dates. The meetings shall be structured to encourage a full discussion of all appropriate issues and shall not supersede the review or approval process of the plans and specifications and the Contract Documents (as hereinafter defined) set forth in this Section. The meetings shall continue until the 2010 Expansion Project is completed.

(e) The Lessee's Project Engineer.

The Lessee shall retain the services of an architect or engineer to provide architectural and engineering services in connection with the 2010 Expansion Project (the "**Project Engineer**"). The Port Authority shall have the right to disapprove any architect or engineer who may be unacceptable to it. The Lessee shall provide to the Port Authority a true and complete copy of its agreement with the Project Engineer and all modifications, supplements or amendments to such agreement.

(f) The Lessee's Construction Administrator.

The Lessee shall retain the services of a construction administrator to monitor and coordinate the Construction Work (the "**Construction Administrator**"). The Port Authority shall have the right to disapprove any construction administrator that may be unacceptable to it. The Lessee shall provide to the Port Authority a true and complete copy of its agreement with the Construction Administrator and all modifications, supplements or amendments to such agreement.

(g) Lessee's Resident Architect or Engineer.

The Lessee or the Construction Administrator shall, or shall require the Project

Engineer to, furnish a full-time resident architect or engineer during the construction period. The Lessee shall require certification, by a licensed engineer on the staff of the Project Engineer or by an independent testing firm, of all pile driving data and of all concrete tests and such other certifications as may be requested by the Port Authority to satisfy any controlled inspection requirements and such other requirements as may be reasonably required by the Port Authority from time to time. The Lessee shall also require certification, on behalf of the Project Engineer by a licensed architect or engineer on its staff or by the independent testing firm, of all controlled inspections required by the New York City Building Code.

(h) The Lessee's Contractors.

(1) *General Contractor.*

The Lessee shall enter into a contract with one or more general contractors or construction managers for the Construction Work (each, a "**General Contractor**"). The Port Authority shall have the right to disapprove any contractor or construction manager that may be unacceptable to it. The Lessee shall submit to the Port Authority a true and complete copy of its contract with each General Contractor (a "**Construction Contract**") and all modifications, supplements or amendments to such Construction Contract.

(2) *Subcontractors.*

At such times as the Lessee and the General Contractor determine the identity of the proposed subcontractors or potential bidders for the 2010 Expansion Project, the Lessee shall submit to the Port Authority the names of the proposed subcontractors or potential bidders and the portion of the Construction Work which the Lessee anticipates such subcontractors or bidders shall perform. The Port Authority may, within ten (10) business days of submission of a list of proposed subcontractors or bidders, comment on the proposed subcontractors or bidders and subcontracts. The Lessee shall not employ or approve any subcontractor or bidder to which the Port Authority has a reasonable objection. The

Lessee shall include in all such subcontracts such provisions and conditions which have been advised in writing and reasonably required by the Port Authority prior to the execution of such contracts.

(3) *Required Subcontract Provision.*

Without limiting the generality of the foregoing, the Lessee (or Delta, as applicable) shall require all subcontracts to contain the following provision (it being understood that the words in square brackets shall be replaced with the names of the applicable entities):

"If (i) the contractor fails to perform any of its obligations under the contract, including its obligation to [the Lessee] or to [the General Contractor], as the case may be, to pay any claims lawfully made against it by any materialman, subcontractor or workman or other third person which arises out of or in connection with the performance of the contract or (ii) any claim (just or unjust) which arises out of or in connection with the contract is made against [the Lessee] or [the General Contractor], as the case may be, or (iii) any subcontractor under the contract fails to pay any claims, lawfully made against it by any materialman, subcontractor, workman or other third person which arises out of or in connection with the contract or if in [the Lessee]'s opinion any of the aforesaid contingencies is likely to arise, then [the Lessee] shall have the right, in its discretion, to withhold out of any payment (final or otherwise and even though such payments have already been certified as due) such sums as [the Lessee] may deem ample to protect it against delay or loss or to assume the payment of just claims of third persons, and to apply such sums in such manner as [the Lessee] may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the contractor's compensation. Omission by [the Lessee] to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that [the Lessee] does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of [the Lessee] to withhold and apply

monies nor any exercise, or attempted exercise of, or omission to exercise such rights by [the Lessee] shall create any obligation of any kind to such materialmen, subcontractors, workmen or other third person. Until actual payment is made to the contractor, his or her right to any amount to be paid under the contract (even though such amount has already been certified as due) shall be subordinate to the rights of [the Lessee] under this provision."

(i) Construction Application.

(1) *Construction Application Required.*

The Lessee shall prepare, execute and submit for the Port Authority's approval a "tenant alteration application" or applications in the form prescribed by the Port Authority covering the Construction Work or portions thereof (each such application, a "**Construction Application**").

(2) *Approval of Construction Application.*

The Lessee shall not commence any portion of the Construction Work until the Construction Application relating thereto has been approved by the Port Authority. The Lessee shall comply with all the terms and provisions of the approved Construction Applications and this Agreement.

(j) Performance of Construction Work.

(1) *Notice of Commencement.*

The Lessee shall give the Port Authority not less than sixty (60) days' notice prior to the commencement of construction.

(2) *Diligent and Continuous Prosecution.*

The Lessee shall prosecute the Construction Work diligently and continuously to completion. All Construction Work shall be performed in accordance with the Contract Documents (as defined below).

(3) *Certain Definitions.*

(i) "**Contract Documents**" shall mean the plans and specifications

finally approved by the Port Authority, as such finally approved plans and specifications may be subsequently modified by one or more Change Orders.

(ii) **"Change Order"** shall mean (x) any material change to the Contract Documents which has been approved by the Port Authority or (y) any immaterial change to the Contract Documents which does not require the approval of the Port Authority. The following proposed change orders shall be deemed to be material changes requiring the prior written approval of the Port Authority:

(A) a proposed change order which increases or reduces the scope of, or the design intent of, the 2010 Expansion Project from the project described in the Comprehensive Plan, as theretofore approved by the Port Authority;

(B) a proposed change order which after the Port Authority has approved the Contract Documents results in the issuance of a new or revised drawing by the Project Engineer, provided, however, that in an emergency situation such change order may be implemented first, and the revised drawing submitted to the Port Authority as soon as practicable thereafter;

(C) a proposed change order which adversely affects the quality of the 2010 Expansion Project so that the 2010 Expansion Project will not deliver a level of service "C" as defined by IATA Standards during peak operation or the 2010 Expansion Project will not be a first class terminal as defined by generally accepted airline industry standards; or

(D) a proposed change order the performance of which would require an extension of the scheduled completion date beyond the Completion

Deadline other than by reason of force majeure.

In the event of any dispute as to whether a change is a material or an immaterial change to the Contract Documents, such dispute shall be referred to and determined by the Chief Engineer of the Port Authority. The Lessee shall not start the work described in any proposed change order requiring the prior written approval of the Port Authority until such proposed change order has been so approved.

(4) *Quality of Workmanship and Materials.*

All Construction Work, including workmanship and materials, shall be of first-class quality. The Lessee shall re-do, replace or construct any Construction Work not done in accordance with the Contract Documents and the provisions of this Section.

(5) *[Intentionally Omitted]*

(6) *Completion Deadline.*

The Lessee shall complete the Construction Work no later than December 31, 2017, subject to extensions for force majeure, Change Orders and as otherwise expressly provided in this Agreement (such date, as it may be so extended, the ("**Completion Deadline**").

(7) *Port Authority Not Responsible.*

As between the Lessee and the Port Authority, the Lessee agrees to be solely responsible for any plans and specifications used by it and for any loss or damages resulting from the use thereof, notwithstanding that the same have been approved by the Port Authority and notwithstanding the incorporation therein of Port Authority recommendations or requirements. There shall be no third party beneficiaries of this paragraph. Notwithstanding the requirement for approval by the Port Authority of the contracts to be entered into by the Lessee or the incorporation therein of Port Authority requirements or recommendations, and notwithstanding any rights the Port Authority may have reserved to itself hereunder, the Port Authority shall have no contractual liabilities

or obligations of any kind to any such contractors engaged by the Lessee or for any other matter in connection therewith. Any warranties contained in any construction contract entered into by the Lessee for the performance of the Construction Work hereunder shall be for the benefit of the Port Authority (to the extent the Port Authority succeeds to the interest of the Lessee) as well as the Lessee, and the contract shall so provide.

(8) *Port Authority Right of Inspection.*

The Port Authority shall have the right (but not the obligation), through its duly designated representatives, to inspect the Construction Work and the plans and specifications thereof, at any and all reasonable times during the progress thereof and from time to time, in its discretion, to take samples and perform testing on any part of the Construction Work. In exercising its right under this paragraph, the Port Authority shall coordinate and schedule with the Lessee so as to minimize any interference or delay in the Construction Work.

(9) *Soil Erosion Control Measures.*

The Lessee shall, take all reasonable measures to prevent erosion of the soil and the blowing of sand during and arising from the performance of the Construction Work, including, but not limited to, the fencing of the Premises or portions thereof or other areas and the covering of open areas with such materials as the Port Authority may direct.

(10) *Disposition of Matter.*

(i) Subject in all events to the Environmental Requirements, any soil, dirt, sand or other matter (collectively, the "**Matter**") excavated by the Lessee during the course of the Construction Work and not used at the Premises shall not be stored at the Premises or elsewhere at the Airport, but shall promptly be delivered by the Lessee to any location off the Airport as may be approved by the Port Authority.

(ii) The Lessee shall take title to the Matter, and the entire

proceeds, if any, of the sale or other disposition of the Matter shall belong to the Lessee to be used solely for the benefit of the 2010 Expansion Project.

(iii) The Lessee shall submit to the Port Authority all manifests and bills of lading covering any Matter, and in addition shall prepare and submit to the Port Authority all documentation that the Lessee is required to submit to the disposal site or the Governmental Authority having jurisdiction with respect to any Matter.

(11) *Backfilling of Excavations.*

Prior to backfilling any excavations in which the construction of utilities has been completed, the Lessee shall notify the Resident Engineer that such excavations are ready to be backfilled. Such excavations shall not be backfilled until the Port Authority shall have documented and surveyed the line and grade of such utilities.

(12) *Payment of Claims.*

The Lessee shall pay or cause to be paid (as part of the costs of the Construction Work) all claims lawfully made against it by its General Contractor, the General Contractor's subcontractors, materialmen and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the Construction Work, and shall cause its General Contractor and the General Contractor's subcontractors to pay all such claims lawfully made against them, provided, however, that nothing herein contained shall be construed to limit the right of the Lessee to contest any claim of a contractor, subcontractor, materialman, workman and/or other person and no such claim shall be considered to be an obligation of the Lessee within the meaning of this Section unless and until the same shall have been finally adjudicated. The Lessee shall diligently seek to resolve any such claims and shall keep the Port Authority informed of its actions with respect thereto. Nothing herein contained shall be deemed to constitute consent to the creation of any liens or claims against the Premises or any other part of the Airport nor

to create any rights in said third persons against the Port Authority.

(13) *Studies and Reports.*

The Lessee shall prior to the commencement of construction and at all times during construction submit to the Port Authority all engineering studies and inspection reports with respect to the Construction Work which have been performed by the Lessee, and samples of construction materials as may be required at any time and from time to time by the Port Authority.

(14) *Forecasts.*

The Lessee shall, at the time of submitting the Comprehensive Plan to the Port Authority, submit to the Port Authority its forecasts of the number of people who will be working at various times during the Term at the Premises, the expected utility demands of the Premises, noise profiles and such other information as the Port Authority may require. The Lessee shall continue to submit its latest forecasts and such other information as may reasonably be required as aforesaid as the Port Authority shall from time to time and at any time request. The Port Authority acknowledges that the forecasts are estimates and may change from time to time.

(15) *No Port Authority Responsibility.*

The Port Authority shall not be responsible to any contractor, architect, supplier, subcontractor or any other person engaged by the Lessee or its General Contractor in the performance of any part of the Construction Work for any payments due or alleged to be due thereto for any work performed or materials purchased in connection with the Construction Work.

(16) *Affirmative Action, etc.*

Without limitation as to the generality of any other requirements in this Agreement, the Lessee shall comply with the provisions of Section 18(d)(xiii), relating to the implementation of affirmative action, non-discrimination and Minority Business Enterprise (MBE), and Women-owned Business Enterprise (WBE)

programs.

(17) *Port Authority's Field Engineer(s).*

The Port Authority will assign to the Construction Work one or more field engineers. The Lessee shall pay to the Port Authority, for the services of said engineer or engineers, the rate that the Port Authority shall charge Aircraft Operators at the Airport for the services of such engineer or engineers. Nothing contained herein shall affect any of the provisions of paragraph (n) of this Section, entitled "Completion", or the rights of the Port Authority hereunder. The foregoing provisions relating to field engineer services may be revoked at any time by either party on thirty (30) days' written notice to the other, but if revoked by the Lessee the foregoing provisions shall continue during the period that construction is performed.

(18) *General Manager's Authority.*

In the event that the Lessee shall at any time during the construction of any portion of the Construction Work fail, in the opinion of the General Manager of the Airport, to comply with all of the provisions of this Agreement with respect to the Construction Work or the Construction Application or be, in the opinion of the General Manager, in breach of any of the provisions of this Agreement or the Construction Application, the Port Authority shall have the right, acting through the General Manager to cause the Lessee to cease all or such part of the Construction Work as is being performed in violation of this Agreement or the Construction Application. Upon such written direction from the General Manager, the Lessee shall promptly cease construction of the portion of the Construction Work specified. The Lessee shall thereupon submit (x) to the Port Authority for its written approval the Lessee's proposal for making modifications, corrections or changes in or to the Construction Work that has been or is to be performed so that the same shall comply with the provisions of this Agreement and the Construction Application; or (y) the dispute to the Chief Engineer of the Port Authority for final determination. The Lessee shall not

commence construction of the portion of the Construction Work that has been halted until such written approval has been received or the dispute has been determined by the Chief Engineer of the Port Authority.

(19) *Authority of Port Authority's Resident and Field Engineers.*

It is hereby expressly understood and agreed that neither the field engineers covered by subparagraph (16) above nor the Resident Engineer of the Port Authority at the Airport has any authority to give any directions to the Lessee or to approve any plans and specifications of the Lessee with respect to the Construction Work, to approve the construction by the Lessee of any portion of the Construction Work or to agree to any variation by the Lessee from compliance with the terms of this Agreement or the Construction Application. Should the field engineer or the Resident Engineer give any directions or approvals with respect to the Lessee's performance of any portion of the Construction Work which are contrary to the provisions of this Agreement or the Construction Application, the Lessee shall have no obligation to comply with such directions and said directions or approvals shall not affect the obligations of the Lessee as set forth herein nor release or relieve the Lessee from the compliance herewith.

(20) *No Port Authority Duty to Inspect or Police.*

It is hereby further understood and agreed that the Port Authority has no duty or obligation of any kind whatsoever to inspect or police the performance of the Construction Work by the Lessee, and the rights granted to the Port Authority hereunder shall not create or be deemed to create such a duty or obligation. Accordingly, the fact that the General Manager has not exercised the Port Authority's right to require the Lessee to cease its construction of all or any part of the Construction Work shall not be or be deemed to be an agreement or acknowledgment on the part of the Port Authority that the Lessee has in fact performed such portion of the Construction Work in accordance with the terms of this Agreement or the

Construction Application nor shall such fact be or be deemed to be a waiver by the Port Authority from the requirement of compliance by the Lessee with the provisions of this Agreement and the Construction Application with respect to the Construction Work.

(21) *Minimization of Pollution and Noise.*

The Construction Work shall be performed in such a manner that there will be at all times a minimum of air pollution, water pollution or any other type of pollution and a minimum of noise emanating from or arising out of the Construction Work. Accordingly, and in addition to all other obligations imposed on the Lessee under this Agreement and without diminishing, limiting, modifying or affecting any of the same, the Lessee shall be obligated to construct as part of the Construction Work hereunder such structures, fences, equipment, dewatering systems and other devices and facilities as may be necessary or appropriate to accomplish the foregoing and each of the foregoing shall be and become a part of the Construction Work it affects and all of the foregoing shall be covered under the Comprehensive Plan and shall be part of the Construction Work.

(22) *Relocation Work.*

The Lessee understands that there may be communications and utility infrastructure located on or under the Premises which do not, and may not in the future, serve the Premises but which may be affected by the Construction Work. The Lessee agrees, if directed by the Port Authority so to do, to relocate and reinstall such communications and utility infrastructure on the Premises or off the Premises and to restore all affected areas (such work, collectively, the "**Relocation Work**"), the Port Authority agreeing not to act unreasonably herewith. The Lessee shall perform the Relocation Work subject to and in accordance with all the terms and provisions of this Section, and the Relocation Work shall be and become a part of the Construction Work, it being understood, however, that the Relocation Work shall not be or become a part of the Premises.

(23) *Risk of Loss.*

The Lessee hereby assumes the risk of loss or damage to all of the Construction Work prior to the completion thereof and the risk of loss or damage to all property of the Port Authority arising out of or in connection with the performance of the Construction Work. In the event of such loss or damage, the Lessee shall forthwith repair, replace and make good the Construction Work and the property of the Port Authority.

(24) *Compliance with Laws and Regulations.*

The Construction Work shall be performed in compliance with the provisions of Section 13, entitled "Rules and Regulations" and Section 14, entitled "Compliance with Law", and in accordance with all Environmental Requirements. Without limitation as to the generality of the foregoing, the Construction Work shall comply with FAA AC 150/5370-10A Standards for specifying construction of Airports" item P-156 and AC 150/5320-5B "Airport Drainage" and shall include a storm water pollution prevention plan which includes best management practices.

(25) *Work Adjacent to AirTrain Guideway.*

Without limitation as to any other permitting, monitoring or special personnel requirements hereunder, the Lessee shall, in connection with any Construction Work to be performed adjacent to the AirTrain guideway, secure in advance all permits required by the Port Authority, coordinate the performance of all such Construction Work with the appropriate Port Authority staff and retain and pay for such 'spotters' as the Port Authority may determine to be appropriate.

(26) *Impact on Existing Terminal 4 Operations.*

The Construction Work shall be performed in a manner that does not, to the extent reasonably practicable, interrupt or disturb existing operations at Terminal 4, including without limitation the operations of

existing Airline Sublessees other than Delta.

(27) *Staging Area.*

The Port Authority shall make available to the Lessee, by separate agreement, a material and staging area for the Lessee's exclusive use in connection with the prosecution and completion of all Construction Work.

(28) *Title to Construction Work.*

Title to all the Construction Work shall pass to The City of New York as the same or any part thereof is erected, constructed or installed, and shall be and become part of the Premises if located within the Premises.

(k) Specific Environmental Requirements Relating to Construction.

(1) *Compliance with Environmental Requirements.*

(i) The Construction Work shall be performed in compliance with all Environmental Requirements, and in connection therewith the Lessee shall duly procure all applicable permits of Governmental Authorities.

(ii) Notwithstanding the fore-going, where the other terms and provisions of this Agreement, including without limitation Section 42, entitled "Environmental Obligations", provide requirements that are stricter than or additional to Environmental Requirements, the Construction Work shall comply with such stricter or additional requirements, and references in this Section 18A to "Environmental Requirements" shall be interpreted accordingly.

(iii) Without limitation as to the foregoing, but subject to subparagraph (8)(i) below of this Section 18A(k), all Construction Work shall be performed in compliance with Permit No. GP-0-10-001, SPDES General Permit for Stormwater Discharges from Construction Activities, issued by the DEC on January 29, 2010, including without limitation the Storm Water Pollution Prevention Plan filed pursuant thereto by Delta in connection

with the Construction Work (including any extension or successor to such permit, the "**JFK SPDES Permit**").

(2) *No Exacerbation.*

In the performance of the Construction Work, the Lessee shall not exacerbate the existing environmental condition of the Premises, the Airport or any natural resource, including without limitation any ground water or aquifer.

(3) *Environmental Management Plan.*

The Lessee shall submit to the Port Authority for its approval prior to the commencement of the Construction Work an environmental management plan setting forth in detail the Lessee's plans for all handling, excavation, depositing, testing, screening, backfilling, removal, storage, transportation, disposal and other handling of soil and the treatment of ground and wastewater in the performance of the Construction Work (such plan, as approved by the Port Authority, the "**Environmental Management Plan**"). The Construction Work shall be performed in accordance with the Environmental Management Plan.

(4) *Remediation of Spills.*

In the event that any Hazardous Substances are discovered, uncovered, exposed, spilled, released, discharged or disposed on the Airport in the performance of the Construction Work (any such event, a "**Spill**"), the Lessee shall immediately (w) notify the Port Authority of such Spill, (x) excavate all soil containing any such Hazardous Substances, (y) pump and treat all ground water containing any such Hazardous Substances, and (z) delineate such Spill to the satisfaction of the Port Authority. Such pumping and treatment, or excavation, shall continue until all such Hazardous Substances have been removed in accordance with Environmental Requirements. No Construction Work that would interfere or delay such remediation shall be performed in the area of such Spill until all such Hazardous Substances have been so removed.

(5) *Reporting to Governmental*

Authority.

In reporting a Spill, the Lessee shall follow all Environmental Requirements and shall direct such report to the attention of such individual at the relevant Governmental Authority as the General Manager of the Airport may require, in order to assure consistency in the environmental management of the Airport.

(6) *Certificate of Final Disposal.*

Promptly upon final disposition of any Hazardous Substance, the Lessee shall submit to the Port Authority a "Certification of Final Disposal" stating the type and amount of material disposed, the method of disposal and the owner and location of the disposal facility. The format of such certification shall follow the requirements, if any, of Governmental Authorities having jurisdiction as if the Port Authority were a private organization, provided, however, that in all events the name of the Port Authority shall not appear on any certificate or other document as a generator or owner of such material.

(7) *Responsibility to Obtain NFA Status.*

In all events, the Lessee shall be fully responsible for obtaining a No Further Action ("**NFA**") status from the DEC with respect to all Spills reported to the DEC, and the Lessee shall complete all necessary remedial actions, monitoring and reporting necessary to obtain such NFA status. The Lessee shall be fully responsible for all costs associated with any long-term monitoring, reporting and closure activities relating to or resulting from such reported Spills both before and after the Completion Date.

(8) *Dewatering and Discharge of Wastewater.*

(i) The Port Authority hereby grants its permission to the Lessee to perform dewatering and discharge of wastewater in connection with the Construction Work under the JFK SPDES Permit, provided, however, that the Port Authority shall approve all dewatering plans and practices prior to any discharge,

and the Lessee shall comply with all the terms and conditions of the JFK SPDES Permit and with all additional requirements of the DEC with respect to such dewatering activities and discharge of wastewater. The foregoing permission may be revoked by the Port Authority upon twenty-four (24) hours' notice to the Lessee if the Lessee fails, within five (5) days after the Lessee's receipt of notice of default from the Port Authority identifying the breach(es) of this paragraph (k)(8), entitled "Dewatering and Discharge of Wastewater", to cure any such breach(es).

(ii) The Lessee shall design and implement appropriate engineering practices and controls for all dewatering activities in the performance of the Construction Work to prevent contamination of the lower aquifer.

(iii) Dewatering and discharges shall be monitored and reported separately for each individual discharge point that comprises the Construction Work. Accordingly, separate monitoring systems shall be used to track dewatering and discharge activities performed in connection with the Construction Work. Upon the Port Authority's request at any time and from time to time, the Lessee shall provide additional samples and tests relating to the dewatering system. The Lessee shall keep full documentation of all ground water volumes treated, sampled and discharged, and shall provide all such documentation to the Port Authority.

(iv) The Lessee shall install any and all treatment items requested or required by the DEC, the General Manager of the Airport or any approved Construction Application and/or indicated by water quality sampling results. All effluent shall meet the JFK SPDES Permit limits.

(v) In the event that the projected zone of influence of the Lessee's dewatering system is found to extend into any area outside of the Premises, the Lessee shall notify the Port Authority by

submitting to the Resident Engineer for his review and approval the proposed dewatering design, which shall identify potentially affected non-pile supported structures and pavements which may be impacted by drawdown effects during dewatering operations.

(vi) In the event that the Lessee's dewatering activities hereunder involve the use of wells, the Lessee shall, not later than ten (10) days after completion of dewatering activities and receipt of any approvals of a Governmental Authority, perform and complete a closure of all such wells in conformance with DEC requirements. The Lessee shall promptly notify both the Port Authority and the DEC of this action.

(9) *Lessee's Environmental Professionals.*

(i) The Lessee shall designate, by written notice to the Port Authority given not later than five (5) days after the Lessee's execution of this Agreement, a duly authorized representative of the Lessee (the "**Lessee Environmental Representative**") who shall be responsible for the Lessee's compliance with the JFK SPDES Permit.

(ii) Upon notice to the Lessee by the Port Authority, which may be given at any time upon any indication of non-compliance or potential non-compliance by the Lessee with the JFK SPDES Permit, the Lessee shall at its own expense immediately retain under contract, independent of the Lessee's construction contractor, a qualified environmental consultant approved by the Port Authority (the "**Lessee Environmental Consultant**"). The Lessee Environmental Consultant shall provide liaison with the Port Authority, and shall have the obligation to submit any and all reports, and any other requested information, directly to the Port Authority and to oversee installation, if applicable, of dewatering wells by a licensed driller, and to monitor contractor compliance with all dewatering operations. The Lessee

Environmental Consultant shall at all times be an independent contractor of the Lessee. The Port Authority shall not be responsible for any act or omission or fault or neglect of the Lessee's Environmental Consultant, nor shall the Port Authority have any liabilities or obligations of any kind to the Lessee Environmental Consultant, or any responsibility for any payments due or alleged to be due thereto.

(iii) The Lessee Environmental Representative and/or the Lessee Environmental Consultant shall promptly notify the Port Authority's Resident Engineer of the progress of scheduled activities, including initiation of dewatering activities, and shall provide weekly updates (by facsimile) on the activities at the Premises, including the status of dewatering activities (e.g. volumes removed, condition of waters).

(10) *Lessee's Responsibility.*

In addition to and without limitation as to the following subparagraph (11) or any other term or provision of this Agreement, the Lessee shall be solely responsible for any and all fines, penalties, assessments, or levies assessed due to deviation from or violation of the JFK SPDES Permit or of the Lessee's authorization to discharge stormwater in the performance of the Construction Work during construction or of any other applicable permit, plan, authorization or permission. All design planning shall be in conformance with the requirements and conditions of the JFK SPDES Permit and applicable Environmental Requirements and of any other applicable permit, plan, authorization or permission, and the Lessee shall be responsible for complete compliance therewith.

(11) *Lessee's Assumption of Risk.*

The Lessee shall assume all risks arising out of its performance of dewatering and discharging of wastewater at any portion or area of the Premises under the JFK SPDES Permit or of any other applicable permit, plan, authorization or permission and, without limitation as to the generality of any other term or provision contained in this Agreement, the

Lessee shall indemnify, hold harmless and reimburse the Port Authority, its Commissioners, officers, employees and representatives from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses, including without limitation legal costs and expenses incurred in connection with the defense of) all claims and demands, penalties, fines, liabilities (including without limitation strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, cleanup and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses, including without limitation claims for personal injury, including death, property damage and natural resources damage, of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless or foreseeable or otherwise arising or alleged to arise out of, or in any way related to the Lessee's performance of dewatering or any discharging at any portion of the Premises or the Airport or the use of the JFK SPDES Permit by the Lessee or of any other applicable permit, plan, authorization or permission. If so directed, the Lessee shall at its own expense defend any suit based upon the foregoing, and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) Payment and Performance Bond.

Prior to the commencement of any Construction Work, the Lessee shall procure from each General Contractor, and cause to be delivered to the Port Authority, a payment and performance bond covering the applicable portion of the Construction Work to be performed by such General Contractor (a "**Bond**") in such form as has been approved in advance in form and substance by the Port Authority in its sole discretion, whereby the Port Authority and the Lessee shall be listed as the payee, protecting the Port Authority and the Lessee from monetary risk

during, relating to or arising out of the Construction Work, and in all events each Bond shall be only with a surety listed in the Financial Management Service of the United States Department of the Treasury. Each Bond shall be in an amount equal to the entire contract price for the portion of the Construction Work to be performed by the General Contractor providing such Bond, and shall guarantee the full, faithful and prompt performance of and compliance with, on the part of such General Contractor, all of the terms, provisions, covenants and conditions of this Agreement relating to the portion of the Construction Work to be performed by such General Contractor, including without limitation the terms, provisions, covenants and conditions which relate to the Construction Work generally and the insurance, indemnity and environmental obligations associated therewith. Each Bond shall remain in effect in all respects through and after the Completion Date, and indefinitely until the applicable General Contractor fully satisfies its obligations relating to the portion of the Construction Work to be performed by such General Contractor. The existence of the Bond shall not limit or alter any other remedies of the Port Authority under this Agreement, and the Port Authority may from time to time and at any time elect to pursue (or not to pursue) its rights under any Bond without thereby limiting, voiding or relinquishing any of its other rights or remedies under this Agreement.

(m) Early Commencement.

The Lessee wishes to commence construction of portions of the Construction Work prior to the approval by the Port Authority of the Lessee's complete Contract Documents (other than Change Orders after the final approval of the plans and specifications by the Port Authority) and plans and specifications pursuant to paragraph (c) of this Section and the Port Authority has no objection thereto. The Lessee agrees that all such work shall be performed subject to and in accordance with the following terms and conditions:

(1) The performance by the Lessee of the work as aforesaid shall be at its sole risk and if for any reason the plans and specifications for the Construction Work are not

approved by the Port Authority (the Port Authority agrees that its review shall be consistent with the design assumptions of previously approved plans and specifications) or if the approval thereof calls for modifications or changes in the work undertaken by the Lessee, the Lessee shall, as directed by the Port Authority, either restore the area affected to the condition existing prior to the commencement of any such work or make such modifications and changes in any such work as may be required by the Port Authority.

(2) Nothing contained hereunder shall constitute a determination or indication by the Port Authority that the Lessee has complied with applicable Law, including but not limited to those of The City of New York, which may pertain to the work to be performed.

(3) The work shall be performed in accordance with and subject to the terms, indemnities and provisions of this Agreement covering the Construction Work and with the terms and conditions of any Construction Application approved by the Port Authority.

(n) Completion.

(1) When the Construction Work is substantially completed and ready for use, the Lessee shall advise the Port Authority to such effect and shall deliver to the Port Authority: [a] a certificate signed by an authorized officer of the Lessee certifying that the Construction Work has been constructed in accordance with the approved plans and specifications (including but not limited to all Change Orders) and the provisions of this Agreement and in compliance with all applicable Law; [b] a certificate signed and sealed on behalf of the Project Engineer by a New York State licensed architect on its staff certifying that the approved plans and specifications (including but not limited to all Change Orders) are in compliance with all applicable Law; and [c] a certificate signed and sealed on behalf of the Project Engineer by a New York State licensed engineer on its staff certifying that the Construction Work has been constructed in accordance with the approved plans and specifications (including but not limited to all Change Orders). Thereafter, the Port

Authority shall promptly commence inspection of the Construction Work and if the same has been completed as certified by the Lessee and on behalf of the Project Engineer by a licensed architect or engineer on its staff, a certificate to such effect shall be delivered to the Lessee, subject to the condition that all risks thereafter with respect to the construction and installation of the same and any liability therefor for negligence or other reason shall be borne by the Lessee. Subject to paragraph (o) of this Section, entitled "Partial Completion", the Lessee shall not use or permit the use of the Construction Work or any portion thereof for the purposes set forth in this Agreement until such certificate is received from the Port Authority.

(2) "**Completion Date**" shall mean the date appearing on the certificate issued by the Port Authority pursuant to subparagraph (1) of this paragraph (n) after the completion of the Construction Work.

(3) *As-Builts.*

The Lessee agrees that it shall deliver to the Port Authority upon completion of the 2010 Expansion Project two (2) sets of "as built" drawings of the Construction Work in an electronic CADD data file in a format to be designated by the Port Authority, all of which shall conform to the specifications of the Port Authority (the receipt of a copy of said specifications prior to the execution of this Agreement being hereby acknowledged by the Lessee), together with two (2) complete hard copies of such drawings, all engineering reports, engineering analysis, boring logs, survey information and engineering design calculations and operation and maintenance manuals in a comprehensive, coordinated package. The Lessee shall during the term of this Agreement maintain, and provide to the Port Authority upon request, a set of Construction Documents current showing thereon any changes or modifications which have been made.

(o) Partial Completion.

Notwithstanding the provisions of the foregoing paragraph (n), entitled "Completion", when a discrete, integral and material portion of the Construction Work is substantially completed

or is properly usable, the Lessee may advise the Port Authority to such effect and may deliver to the Port Authority: [a] a certificate signed by an authorized officer of the Lessee certifying that such portion of the Construction Work has been constructed in accordance with the approved plans and specifications (including but not limited to all Change Orders) and the provisions of this Agreement and in compliance with all applicable Law; [b] a certificate signed and sealed on behalf of the Project Engineer by a New York State licensed architect on its staff certifying that the approved plans and specifications (including but not limited to all Change Orders) are in compliance with all applicable Laws; and [c] a certificate signed and sealed on behalf of the Project Engineer by a New York State licensed engineer on its staff certifying that such portion of the Construction Work has been constructed in accordance with the approved plans and specifications (including but not limited to all Change Orders). The Lessee shall also certify that such portion of the Construction Work can be properly used even though the Construction Work has not been completed and that the Lessee desires such use. The Port Authority may permit the Lessee to use such portion for the purpose set forth in this Agreement taking into consideration that one purpose of the construction staging and scheduling is to permit the continuous operation of the Premises as an air terminal facility and to minimize disruption to passengers, tenant airlines and concessionaires while proceeding as promptly as possible to completion of the construction of the 2010 Expansion Project. Accordingly, the Port Authority shall take into consideration the said purpose in reviewing any request by the Lessee for the issuance of a certificate to the Lessee with respect to each discrete, integral and material portion of the Construction Work permitting the Lessee to use such portion thereof for the purposes set forth in this Agreement. In the event the Port Authority issues such certificate, the Lessee may use such discrete, integral and material portion subject to the condition that all risks thereafter with respect to the construction and installation of the same and any liability therefor for negligence or other reason shall be

borne by the Lessee, and subject to the risks as set forth above in paragraph (m) of this Section, entitled "Early Commencement, in the event that the Port Authority shall not have then approved the complete plans and specifications for the Construction Work.

(p) Audit by Port Authority.

In addition to and without limiting any other term or provision of this Agreement, the Port Authority shall have the right from time to time and at any time by its agents, employees and representatives to audit and inspect during regular business hours the books, records and other data of the Lessee and its General Contractor relating to the costs of the Construction Work for the 2010 Expansion Project, or any other portion thereof, and any and all invoices covering or relating to the Construction Work, or any portion thereof; it being understood that the Port Authority shall not be bound by any prior audit connected with it. The Lessee agrees to keep such books, records and other data within the Port of New York District, but the Lessee shall not be required to maintain any of such books, records and other data for more than seven (7) years after the Completion Date.

(q) "Future Project".

The Lessee acknowledges that the 2010 Expansion Project is a "Future Project" undertaken by the Lessee without a "Future Work Remediation Supplement", both as defined in Section 42(d) hereof, and that the Lessee is, accordingly, responsible for the performance, payment and costs of any and all of the environmental remediation for or in connection with the 2010 Expansion Project. The Lessee specifically acknowledges, without limitation as to the generality of the foregoing, that it is responsible for the performance, payment and costs of any and all environmental remediation relating to the portion of the Premises known as the "Triangle Parcel", whether such environmental remediation is performed in connection with the 2010 Expansion Project or otherwise. The costs of all environmental remediation for or in connection with the 2010 Expansion Project, except to the extent payable by Delta as "Assumed Environmental Damages" pursuant to the ATA, shall

constitute Permitted O&M Expenses hereunder. Nothing in the foregoing shall limit any rights or remedies the Lessee (or Delta) may have against any entities that are not parties to this Agreement.

(r) Certain Definitions.

(1) In this Section 18A, the defined terms "Comprehensive Plan", "Construction Work" "Completion Date", "General Contractor", "Project Engineer" and "Construction Application" shall refer only to the 2010 Expansion Project; elsewhere in this Agreement, such defined terms, and the defined term "Project" shall refer to the project described in Section 18 or the 2010 Expansion Project, or both, according to the context. By way of example and not as a limitation of the foregoing, "Construction Work" in Section 38(I)(d), relating to the requirement for builder's risk insurance, shall refer to the 2010 Expansion Project as well as the project described in Section 18, while "Construction Work" in Section 39(d), entitled "*Damage to Existing IAB*", shall refer only to the project described in Section 18.

(2) References to "Section 18" in this Agreement (other than references contained within Section 18 itself and any such references in Sections 42(b)(ii), (b)(iii), (b)(iv)(4), (c), (d), (g) and (o) and Section 60(k)) shall be deemed also to refer to this Section 18A, as applicable, and related references to the various subsections and clauses of "Section 18" shall be deemed also to refer to the corresponding subsections and clauses of this Section 18A, it being understood and agreed that such corresponding subsections and clauses may bear different subsection or clause headings and, therefore, the substance of such corresponding subsections and clauses shall be the primary consideration when determining whether any such corresponding subsection or clause exists in this Section 18A."

(b) *Replacement of Exhibit E.*

Exhibit E to the Lease is hereby deleted, and the "Exhibit E" attached to this Fifth Supplemental Agreement is hereby substituted in its

place.

8. Amendment and Restatement of Section 21 of the Lease

Section 21 of the Lease, entitled "*Additions to Gross Revenue*", is hereby amended and restated in its entirety to read as follows:

"Section 21. Additions to Gross Revenue

(a) Without limiting any of the requirements for Port Authority approval under this Agreement, if the Lessee conducts any service, operation or any other activity under this Agreement through the use of a contractor which is not a Port Authority permittee when another contractor holds a permit from the Port Authority covering such service, operation or activity and where the payments for any of the foregoing are made to such contractor rather than to the Lessee, there shall be included in Gross Revenues hereunder a sum equal to the fee otherwise payable to the Port Authority by the contractor.

(b) (1) No Designated Affiliate shall receive any revenue from activities arising out of Project Operations other than through a distribution of Lessee Unrestricted Funds. Notwithstanding the prohibition contained in the previous sentence, any such prohibited revenue received by any Designated Affiliate shall be included in Gross Revenues.

(2) Notwithstanding the foregoing subparagraph (1), Delta or an Affiliate of Delta may, as a Port Authority permittee, perform activities constituting Project Operations at the Premises, provided that the compensation received from the Lessee by Delta and any such Affiliate in connection with the performance of such activities shall not exceed the fair market value of such activities, and provided, further, that Delta or any such Affiliate, as the case may be, shall pay to the Lessee, to be included in Gross Revenues, the amount of the Port Authority permit fee payable in connection with the performance of such activities (as determined by Port Authority policy); revenues received by Delta or any such Affiliate in connection with such activities

shall not be included in Gross Revenues.

(c) The Lessee shall not provide any goods or services to any Designated Affiliate except (x) in connection with its obligations as Terminal 3 Hardstand Manager, (y) as authorized pursuant to Section 6(d) or (z) as a distribution of Lessee Unrestricted Funds. Notwithstanding the prohibition contained in the foregoing sentence, the fair market value of any such goods or services shall be includible in Gross Revenues and no associated expense shall constitute a Permitted O&M Expense. Notwithstanding the foregoing, the Lessee may provide services to Delta or any Affiliate of Delta pursuant to the ATA or any other Airline Sublease, provided, that the revenues received by the Lessee as compensation for such services shall be not less than the fair market value of such services, provided, further, that compensation that is consistent with the Lessee's customary business practices and does not favor Delta and its Affiliates over other Airline Sublessees shall be deemed to be at fair market value; and provided, further, that there shall be included in Gross Revenues the greater of (x) the actual amount of such compensation and (y) the fair market value of such services. It is understood that the foregoing provisions shall not apply to Delta's payment of rent to the Lessee pursuant to the ATA.

(d) "**Designated Affiliate**" shall mean any Designated Entity and any Affiliate thereof."

9. Amendment to Section 22 of the Lease

Section 22 of the Lease, entitled "*Project Financing*", is hereby amended as follows:

(a) *Amendment to Paragraph (b).*

Paragraph (b)(i) of Section 22 is amended and restated as follows:

"(i) The Lessee and the Port Authority each agree to promptly execute and deliver all consents, agreements, statements and other documents as may be deemed necessary or desirable from time to time from either the Port Authority or the Lessee in connection with the preparation, sale and delivery, or the refunding,

Pursuant to Section 16 of the Port Authority Financing Consent and Agreement, MBIA, as deemed owner of a principal amount of the Series 6 Bonds equal to the amount of the Insured Bonds, has consented to the execution and delivery by the Trustee of the Fourth Supplemental Trust Administration Agreement, including the Amended and Restated Appendix A thereto.

JFK International Air Terminal LLC

By: _____
Name: David A. Sigman
Title: Executive Committee Member

Pursuant to Section 16 of the Port Authority Financing Consent and Agreement, MBIA, as deemed owner of a principal amount of the Series 6 Bonds equal to the amount of the Insured Bonds, has consented to the execution and delivery by the Trustee of the Fourth Supplemental Trust Administration Agreement, including the Amended and Restated Appendix A thereto.

JFK International Air Terminal LLC

By: _____
Name: David A. Sigman
Title: Executive Committee Member

Opinion of Deboise & Plimpton
to Section 8(b)

DEBEVOISE & PLIMPTON LLP

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December 6, 2006

Board of Commissioners
The Port Authority of New York
and New Jersey

The Bank of New York, as Trustee

MBIA Insurance Corporation

Ladies and Gentlemen:

We have acted as special counsel to JFK International Air Terminal LLC, a New York limited liability company (the "*Company*"), in connection with (*a*) the Supplemental Lease Agreement No. 1 (the "*Supplemental Lease Agreement No. 1*"), dated as of August 10, 2001, between the Company and The Port Authority of New York and New Jersey (the "*Port Authority*"), (*b*) the Supplemental Lease Agreement No. 2 (the "*Supplemental Lease Agreement No. 2*"), dated as of December 20, 2002, between the Company and the Port Authority, (*c*) the Supplemental Lease Agreement No. 3 (the "*Supplemental Lease Agreement No. 3*"), dated as of January 1, 2004, between the Company and the Port Authority, (*d*) the Supplemental Lease Agreement No. 4 (the "*Supplemental Lease Agreement No. 4*"), dated as of December 1, 2004, between the Company and the Port Authority, (*e*) the First Supplemental Trust Administration Agreement (the "*First Supplemental Trust Administration Agreement*"), dated as of August 10, 2001, between the Company and The Bank of New York, as trustee (the "*Trustee*"), (*f*) the Second Supplemental Trust Administration Agreement (the "*Second Supplemental Trust Administration Agreement*"), dated as of December 20, 2002, (*g*) the Third Supplemental Trust Administration Agreement (the "*Third Supplemental Trust Administration Agreement*"), dated as of January 1, 2004, (*h*) the Fourth Supplemental Trust Administration Agreement (the "*Fourth Supplemental Trust Administration Agreement*"), dated as of December 1, 2004, between the Company and the Trustee, (*i*) the Second Leasehold Mortgage (the "*Second Leasehold Mortgage*"), dated as of August 10, 2001, between the Company and the Port Authority, (*j*) the First Supplemental Agreement to the Second Leasehold Mortgage (the "*First Supplemental Agreement to Second Leasehold Mortgage*"), dated as of December 20, 2002, between

the Company and the Port Authority, (*k*) the Second Supplemental Agreement to the Second Leasehold Mortgage (the "*Second Supplemental Agreement to Second Leasehold Mortgage*"), dated as of May 31, 2004, between the Company and the Port Authority, and (*l*) the Third Supplemental Agreement to the Second Leasehold Mortgage (the "*Third Supplemental Agreement to Second Leasehold Mortgage*"), dated as of December 1, 2004, between the Company and the Port Authority.

This opinion is being delivered to you pursuant to paragraph 18(e) of Supplemental Lease Agreement No. 4. Capitalized terms not otherwise defined shall have the respective meanings given to such terms in Supplemental Lease Agreement No. 4.

In arriving at the opinions expressed below,

(a) we have reviewed (*i*) the (*A*) Supplemental Lease Agreement No. 4, (*B*) Fourth Supplemental Trust Administration Agreement and (*C*) Third Supplemental Agreement to the Second Leasehold Mortgage (collectively the "*Transactional Documents*") and (*ii*) the MBIA Consent letter, dated December 6, 2006, from MBIA Insurance Corporation to the Trustee and the Port Authority (the "*MBIA Consent Letter*"), the Lease, the Leasehold Mortgage, the Trust Administration Agreement, the Supplemental Lease Agreement No. 1, the Second Leasehold Mortgage, the First Supplemental Trust Administration Agreement, the Supplemental Lease Agreement No. 2, the First Supplemental Agreement to Second Leasehold Mortgage, the Second Supplemental Trust Administration Agreement, the Supplemental Lease Agreement No. 3, the Second Supplemental Agreement to Second Leasehold Mortgage, the Third Supplemental Trust Administration Agreement and the Port Authority Financing Consent and Agreement;

(b) we have examined and relied on such documents and records of the Company and such other instruments and certificates of (*i*) public officials, and (*ii*) officers and representatives of the Company, including the Officer Certificate of the Company (delivered pursuant to paragraph 18(a) of Supplemental Lease Agreement No. 4), as we have deemed necessary or appropriate for the purposes of this opinion;

(c) we have examined and relied upon the representations and warranties as to factual matters contained in or made pursuant to the Transactional Documents; and

(d) we have made such investigations of law as we have deemed appropriate as a basis for this opinion.

In rendering the opinions expressed below, we have assumed, with your permission, without independent investigation or inquiry, (*a*) the authenticity of all documents submitted to us as originals, (*b*) the genuineness of all signatures (other than

that of the Company) on all documents that we examined, (*c*) the conformity to authentic originals of documents submitted to us as certified, conformed or photostatic copies, and (*d*) the due authorization, execution and delivery of the Transactional Documents by each party to each such agreement (other than the Company).

Based upon and subject to the foregoing and the qualifications hereinafter set forth, we are of the opinion that:

(1) Existence. The Company is validly existing as a limited liability company under the laws of the State of New York.

(2) Power and Authority of Company, etc. The Company has all requisite power under New York law to execute, deliver and perform the Transactional Documents. The Company has taken all action required under New York law and its Amended and Restated Operating Agreement, dated December 16, 1996, among LCOR JFK Airport, L.L.C., Schiphol USA Inc., and Lehman JFK LLC (as the same may have been amended from time to time), for the authorization, execution, delivery and performance of the Transactional Documents.

(3) Enforceability, etc. Each of the Transactional Documents has been duly executed and delivered on behalf of the Company and, subject to the satisfaction of the condition precedent set forth in paragraph 18(c) of Supplemental Lease Agreement No. 4, constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

(4) No Violation, etc. The execution, delivery and performance by the Company of the Transactional Documents do not (*i*) violate any Federal or New York State law or regulation applicable to the Company, or (*ii*) constitute a breach of, or result in a default under, the provisions of any material agreement or other material instrument known to us to which the Company is a party or to which any of its properties is subject.

(5) The Trustee. Pursuant to the Financing Documents (as defined in the Trust Administration Agreement, as amended), and the MBIA Consent Letter, the Trustee is authorized to execute the Fourth Supplemental Trust Administration Agreement.

* * *

Our opinions set forth above are subject to (*i*) bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or remedies generally, (*ii*) general equitable principles (whether considered in a proceeding in equity or at law) and (*iii*) an implied covenant of good faith, reasonableness and fair dealing. In addition, applicable state laws and interpretations may affect the validity or enforceability of certain remedies provided

for in the Transactional Documents, but such limitations do not, in our opinion, make the remedies provided for therein inadequate for the practical realization of the rights and benefits intended to be provided thereby (subject to the other qualifications expressed herein).

We express no opinion as to the laws of any jurisdiction other than the laws of the State of New York and those Federal laws of the United States of America which, in our experience, are generally applicable to transactions of this type. We have assumed, with your permission, that the execution and delivery of the Transactional Documents by each party to each such agreement (other than the Company) and the performance of such party's obligations thereunder will not violate any fundamental public policy under applicable law (other than the laws of the State of New York and Federal laws of the United States of America).

* * *

The opinions expressed herein are solely for your benefit and, without our prior consent, neither our opinion nor this opinion letter may be furnished or disclosed to or relied upon by any other person.

Very truly yours,

Weil, Gotshal & Manges LLP

Officer's Certificate
certifying to matters
specified in Section 18(a)

Closing Document 5.1

OFFICER'S CERTIFICATE

JFK INTERNATIONAL AIR TERMINAL LLC

I, David A. Sigman, do hereby certify that I am an Executive Committee Member and an Authorized Representative of JFK International Air Terminal LLC, a New York limited liability company (the "Company"), and that as such I am authorized to execute this certificate on behalf of the Company.

Pursuant to Section 18(a) of the Supplemental Lease Agreement No. 4, dated as of December 1, 2004, between the Company and The Port Authority of New York and New Jersey (the "Supplemental Lease Agreement No. 4"), I further certify that, as of December 1, 2004, (capitalized terms not otherwise defined shall have the respective meanings given to such terms in the Supplemental Lease Agreement No. 4):

(a) No events that would constitute Aggregate Payment Obligation Events of Default have occurred and are continuing.

(b) The Company has met and will continue to take all action necessary to meet all of its obligations under the Financing Documents.

I further certify that, as of the date hereof, the execution and delivery of, and performance by, each of the parties to (i) the Supplemental Lease Agreement No. 4, (ii) the Third Supplemental Agreement to Second Leasehold Mortgage, dated as of December 1, 2004, and (iii) the Fourth Supplemental Trust Administration Agreement, dated as of December 1, 2004, between the Company and the Bank of New York, as trustee (the "Trustee"), and the consummation of the transactions contemplated in each such document will not have a material adverse effect on the holders of the Series 6 Bonds (as such term defined in the Trust Administration Agreement, dated May 13, 1997, between the Company and the Trustee).

IN WITNESS WHEREOF, I have hereunto signed my name as of the 1st day of December 2004.

JFK INTERNATIONAL AIR TERMINAL LLC

By: _____
Name: David A. Sigman
Title: Executive Committee Member

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Joint Resolution of
Members & Executive
Committee of JFKIAT