MLPF-11551.1 Lease No. L-NS-900

AGREEMENT

between

THE PORT AUTHORITY

OF NEW YORK AND NEW JERSEY

and

TOYOTA MOTOR SALES, U.S.A., INC.

Dated as of September 18, 1976.

MLPF 4473

THIS AGREEMENT OF LEASE, made as of the 18th day of September, 19 76, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, and having an office and place of business at One World Trade Center, New York, New York 10048, and

TOYOTA MOTOR SALES, U.S.A., INC.,

a California corporation (hereinafter called "the Lessee"), with an office and place of business at 2055 West 190th Street, Torrance, California 90509

whose representative is: Mr. Richard Gallio,

WITNESSETH, THAT:

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

ARTICLE I. The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, at Port Newark

(sometimes hereinafter called "the Facility") in the City of Newark,

County of Essex, State of New Jersey, the following described premises:
the open areas shown in diagonal stipple, vertical stipple, horizontal stipple and plain stipple on a sketch hereto attached, hereby made a part hereof, and marked "Exhibit A"; the open area shown in stipple on the sketches hereto attached, hereby made a part hereof, and marked respectively "Exhibit A-4", "Exhibit A-5", and "Exhibit A-6"; and the building shown in diagonal crosshatching and the open areas shown in diagonal stipple, horizontal stipple and plain stipple on a sketch hereto attached, hereby made a part hereof, and marked "Exhibit A-7",

together with the buildings, structures, fixtures, improvements, and other property, if any, of the Port Authority located or to be located therein or thereon, the said areas, buildings, structures, fixtures, improvements and other property of the Port Authority being hereinafter called "the premises".

ARTICLE II. The term of the letting shall commence ~~at 12:01 o'clock A.M. on~~ and expire as set forth in Standard Endorsement No. L32.4 ~~and, unless sooner terminated, shall expire at 11:59 o'clock P.M. on~~

ARTICLE III. The Lessee shall pay a basic rental ~~at the rate of $ _____ per annum, payable in equal monthly installments in full in advance each in the sum of $ _____ on _____ and in the sum of $ _____ on _____ and on the first day of each calendar month thereafter during the term of the letting~~ as set forth in Special Endorsement No. 2.

MLPF-10672

ARTICLE IV. The Lessee shall use and occupy the premises for the following purposes only, and for no other purpose whatsoever:

for the receipt, storage incidental to transportation, and distribution of imported vehicles for the account of the Lessee, and for the operation of a vehicle-preparation facility for such imported vehicles, and as an administrative office in connection with the foregoing.

ARTICLE V. The Port Authority and the Lessee agree that the letting shall be subject to and in accordance with, and the Lessee and the Port Authority each for itself agrees that it will perform all the obligations imposed upon it by, the Terms and Conditions (Sections 1 through 30) hereof and the following endorsements and attachments, all annexed hereto and made a part hereof, with the same effect as if the same were set forth herein in full:

TITLE	NUMBER	DATE
Services	Standard Endorsement No. L5.1	10/6/75
Construction by the Lessee	" " No. L15.1	10/6/64
Port Newark	" " No. L19.4	10/6/73
Insurance	" " No. L21.1	4/4/70
Siding Rights	" " No. L24.4	4/4/65
Abatement	" " No. L27.4	10/6/68
Construction	" " No. L32.4	8/29/58

Sixteen special endorsements
Space plans Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6 and A-7
Schedule of Construction Work Schedule C
Schedule naming Rules, Regulations, Rates and Charges applying at Port Authority Marine Terminals - Exhibit R
Schedule defining improvement work - Schedule W

ARTICLE VI. The within, together with the said Terms and Conditions, endorsements and attachments, constitutes the entire agreement of the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee hereto have executed these presents as of the date first above written.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

ATTEST: Catherine A. Zaffarano
ASSISTANT SECRETARY

By Anthony Tozzoli
Title Director, Marine Terminals
(Seal)

TOYOTA MOTOR SALES, U.S.A., INC.

ATTEST:

By S. Makino
Title President
(Corporate Seal)

APPROVED:
FORM
TERMS

TERMS AND CONDITIONS

SECTION 1. *Ingress and Egress*

The Lessee shall have the right of ingress and egress between the premises and the city streets outside the Facility. Such right shall be exercised by means of such pedestrian or vehicular ways, to be used in common with others having rights of passage within the Facility, as may from time to time be designated by the Port Authority for the use of the public. The use of any such way shall be subject to the rules and regulations of the Port Authority which are now in effect or which may hereafter be promulgated for the safe and efficient operation of the Facility. The Port Authority may, at any time, temporarily or permanently close, or consent to or request the closing of, any such way or any other area at, in or near the Facility presently or hereafter used as such, so long as a means of ingress and egress as provided above remains available to the Lessee. The Lessee hereby releases and discharges the Port Authority, and all municipalities and other governmental authorities, and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any way or other area, whether within or outside the Facility. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the premises or in any streets, ways and walks near the premises.

SECTION 2. *Governmental and Other Requirements*

(a) The Lessee shall procure from all governmental authorities having jurisdiction of the operations of the Lessee hereunder, all licenses, certificates, permits or other authorization which may be necessary for the conduct of such operations.

(b) The Lessee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to its operations or the use and occupancy of the premises hereunder, and in addition shall make all improvements, repairs and alterations which may be so required.

(c) The obligation of the Lessee to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property in or near the Facility and proper operation by the Lessee. Such provision herein is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

SECTION 3. *Rules and Regulations*

(a) The Lessee covenants and agrees to observe and obey (and to compel its officers, employees and others on the premises with its consent to observe and obey) the Rules and Regulations of the Port Authority as now supplemented and now in effect, and such further reasonable rules and regulations (including amendments and supplements thereto) for the government of the conduct and operations of the Lessee as may from time to time during the letting be promulgated by the Port Authority for reasons of safety, health, or preservation of property, or for the maintenance of the good and orderly appearance of the premises, or for the safe or efficient operation of the Facility. The Port Authority agrees that, except in cases of emergency, it will give notice to the Lessee of every such further rule or regulation at least five (5) days before the Lessee shall be required to comply therewith.

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

(c) No statement or provision in the said Rules and Regulations shall be deemed a representation or promise by the Port Authority that the services or privileges described shall be or remain available, or that the charges, prices, rates or fees stated therein shall be or remain in effect throughout the letting, all of the same being subject to change by the Port Authority from time to time whenever it deems a change advisable.

SECTION 4. *Method of Operation*

(a) In the performance of its obligations hereunder and in the use of the premises the Lessee shall conduct its operations in an orderly and proper manner, so as not to annoy, disturb or be offensive to others near the premises or at the Facility and within twenty four hours remove the cause of any objection made by the Port Authority relative to the demeanor, conduct or appearance of any of the employees of the Lessee or others on the premises with the consent of the Lessee.

(b) The Lessee shall not allow any garbage, debris or other waste materials (whether solid or liquid) to collect or accumulate on the premises and the Lessee shall remove from the premises and from the Facility all garbage, debris and other waste materials (whether solid or liquid) arising out of its operations hereunder. Any such material which may be temporarily stored shall be kept in suitable waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and in any case to be designed and constructed to contain safely the waste material placed by the Lessee therein. The receptacles shall be provided and maintained by the Lessee and shall be kept covered except when being filled or emptied. The Lessee shall use extreme care when effecting removal of all such material, shall effect such removal at such times and by such means as first approved by the Port Authority, and shall in no event make use of any facilities or equipment of the Port Authority except with the prior consent thereof.

(c) The Lessee shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the utility, mechanical, electrical and other systems installed or located anywhere at the Facility.

(d) The Lessee shall not commit any nuisance or permit its employees or others on the premises with its consent to commit or create or continue or tend to create any nuisance on the premises or in or near the Facility.

(e) The Lessee shall take all reasonable measures to keep the sound level of its operations as low as possible and to eliminate vibrations tending to damage the premises or the Facility or any part thereof.

(f) The Lessee shall not cause or permit to be caused or produced upon the premises, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases vapors or odors.

(g) The Lessee shall not do or permit to be done any act or thing at the Facility which shall or might subject the Port Authority to any liability or responsibility for injury to any person or persons or damage to any property.

(h) The Lessee shall not overload any floor, roof, land surface, bulkhead, pavement, landing, pier or wharf at the Facility, and shall repair, replace or rebuild any such, including but not limited to supporting members, damaged by overloading. For the purpose of this paragraph (h), any placing on the premises of a load per square foot in excess of the number of pounds avoirdupois, if any, stated in any Special Endorsement hereto shall constitute overloading, but an overload may be created by a lesser weight. Nothing in this paragraph or elsewhere in this Agreement shall be or be construed to be a representation by the Port Authority of the weight capacity of any part of the Facility.

(i) The Lessee shall not do or permit to be done any act or thing upon the premises or at the Facility which (1) will invalidate or conflict with any fire insurance policies covering the premises or any *part thereof, or the Facility, or any part thereof or (2) which, in the opinion of the Port Authority, may* constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations permitted by this Agreement, or (3) which will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or on the contents of any building thereon. The Lessee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Fire Protection Association and, if the premises are located in New York, of the Insurance Services Office of New York, or, if the premises are located in New Jersey, of the Insurance Services Office of New Jersey, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee on

the premises, and the Lessee shall, subject to and in accordance with the provisions of this Agreement relating to construction by the Lessee, make any and all structural and non-structural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future rule, regulation, requirement, order or direction. If by any reason of any failure on the part of the Lessee to comply with the provisions of this paragraph any fire insurance, extended coverage or rental insurance rate on the premises or any part thereof, or on the Facility or any part thereof, shall at any time be higher than it otherwise would be, then the Lessee shall pay to the Port Authority that part of all premiums paid by the Port Authority which shall have been charged because of such violation or failure by the Lessee.

(j) From time to time and as often as required by the Port Authority, the Lessee shall conduct pressure, water-flow, and other appropriate tests of the fire extinguishing system and fire-fighting equipment on the premises whether furnished by the Port Authority or by the Lessee. The Lessee shall keep all fire-fighting and fire extinguishing equipment well supplied with a fresh stock of chemicals and with sand, water or other materials as the case may be for the use of which such equipment is designed, and shall train its employees in the use of all such equipment, including in such training periodic drills.

SECTION 5. *Signs*

(a) Except with the prior consent of the Port Authority, the Lessee shall not erect, maintain or display any advertising, signs, posters or similar devices at or on the premises or elsewhere at the Facility.

(b) Upon demand by the Port Authority, the Lessee shall remove, obliterate, or paint out any and all advertising, signs, posters and similar devices placed by the Lessee on the premises or elsewhere on the Facility and in connection therewith at the expiration or earlier termination of the letting, shall restore the premises and the Facility to the same condition as at the commencement of the letting. In the event of a failure on the part of the Lessee so to remove, obliterate or paint out each and every sign or piece of advertising and so to restore the premises and the Facility, the Port Authority may perform the necessary work and the Lessee shall pay the costs thereof to the Port Authority on demand.

SECTION 6. *Indemnity*

The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from all claims and demands of third persons including but not limited to claims and demands for death, claims and demands for personal injuries, and claims and demands for property damages, arising out of the use or occupancy of the premises by the Lessee or by others with its consent or out of any other acts or omissions of the Lessee, its officers and employees on the premises or elsewhere at the Facility, or out of the acts or omissions of others on the premises with the consent of the Lessee, including claims and demands of the party from which the Port Authority derives its rights in the Facility for indemnification arising by operation of law or through agreement of the Port Authority with such party.

SECTION 7. *Maintenance and Repair*

(a) The Lessee shall at all times keep the premises clean, and in an orderly condition and appearance, together with all the fixtures, equipment and personal property of the Lessee located in or on the premises.

(b) The Lessee shall repair, replace, rebuild and paint all or any part of the premises which may be damaged or destroyed by the acts or omissions of the Lessee or by those of its officers, employees or of other persons on or at the premises with the consent of the Lessee.

(c) With respect to all parts of the premises, including, but without limitation thereto, such of the following as are or may be during the term of the letting located in or on the premises: fences, the exterior and interior of the building walls, the exterior and interior and operating mechanisms of and attachments to windows and skylights, screens, roofs, foundations, steel work, columns, the exterior and interior and operating mechanisms of and attachments to doors, partitions, floors, ceilings, inside and outside paved and un-

paved areas, glass of every kind, and the utility, mechanical, electrical and other systems, the Lessee shall take the same good care of the premises that would be taken by a reasonably prudent owner who desired to keep and maintain the same so that at the expiration or termination of the letting and at all times during the letting, the same (or a reconstruction of all or any part thereof) will be in as good condition as at the commencement thereof (or, in the case of improvements made during the letting hereunder, in as good condition as at the time of the installation or construction thereof), except for reasonable wear which does not adversely affect the watertight condition or structural integrity of the building or other structures on the premises or adversely affect the efficient or the proper utilization of any part of the premises. To that end, the Lessee shall make frequent periodic inspections and, from time to time as the necessity therefor arises and regardless of the cause of the condition requiring the same, the Lessee shall perform all necessary preventive maintenance including but not limited to painting (the exterior of the building, areas of joint or common use and areas visible to the general public to be painted in colors which have been approved by the Port Authority), and, except under circumstances as set forth in paragraph (a) of Section 8 of these Terms and Conditions, the Lessee shall make all necessary repairs and replacements and do all necessary rebuilding with respect to all parts of the premises, all of which shall be in quality equal to the original in materials and workmanship and regardless of whether such repairs and replacements are structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. The Lessee shall commence to perform each of its obligations hereunder within twenty days after notice from the Port Authority and shall thereafter continue the same to completion with reasonable diligence.

(d) The obligation of the Lessee as set forth in paragraphs (b) and (c) of this Section, in the event of damage or destruction covered by any contract of insurance under which the Port Authority is the insured, is hereby released to the extent that the loss is recouped by actual payment to the Port Authority of the proceeds of such insurance; *provided, however,* that, if this release shall invalidate any such policy of insurance or reduce, limit or void the rights of the Port Authority thereunder, then the release shall be void and of no effect.

SECTION 8. *Casualty*

(a) In the event that, as a result of a casualty insured against in favor of the Port Authority under the standard form of fire insurance policy and extended coverage endorsement carried by it on any structure, building or portion of a building which is or is a part of the premises, the same is damaged (without the fault of the Lessee, its officers, employees, or others on or at the premises with its consent) so as to render it untenantable in whole or substantial part, then

(1) if, in the opinion of the Port Authority, the necessary repairs or rebuilding can be completed within ninety (90) days after the occurrence of the damage, the Port Authority shall repair or rebuild with due diligence, and the rental hereunder shall be abated as provided in this Agreement, for the period from the occurrence of the damage to the completion of the repairs or rebuilding, whether or not the work of repair or rebuilding is actually completed within the said ninety (90) days; or

(2) if, in the opinion of the Port Authority, such repairs or rebuilding cannot be completed within ninety (90) days after the occurrence of the damage, or if one or more of the structures or buildings which are a part of the premises or the entire premises require rebuilding, then the Port Authority shall have options: (i) to proceed with due diligence to repair or to rebuild as necessary or (ii) to terminate the letting as to the damaged structure or structures, building or buildings or portion thereof only; or (iii) to cancel this Agreement and terminate the letting as to the entire premises; and the rental payable under this Agreement shall be abated, as provided in this Agreement, either, as the case may require, for the period from the occurrence of the damage to the completion of repairs and rebuilding, or for the period from the occurrence of the damage to the effective date of termination, for the area or areas involved.

(b) "Substantial part" shall mean for the purpose of this Section at least twenty-

five per cent (25%) of the usable floor space in the structure or building or part thereof comprising the premises, or, if there is more than one structure or building on the premises, at least twenty-five per cent (25%) of the aggregate usable floor space comprising the premises in all of the structures and buildings covered by insurance.

(c) The parties hereby stipulate that if the premises are in New Jersey neither the provisions of Titles 46:8-6 and 46:8-7 of the Revised Statutes of New Jersey nor those of any other similar statute shall extend or apply to this Agreement and if the premises are in New York, neither the provisions of Section 227 of the Real Property Law of New York nor those of any other similar statute shall extend or apply to this Agreement.

(d) In the event of damage to or a partial or total destruction of the premises, the Lessee shall within five days of the occurrence commence to remove all of its damaged property and all debris thereof from the premises or from the portion thereof destroyed and thereafter shall diligently continue such removal and if the Lessee does not perform its obligation hereunder, the Port Authority may remove such debris and dispose of the same and may remove such property to a public warehouse for deposit or may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 9. *Assignment and Sublease*

(a) The Lessee covenants and agrees that it will not sell, convey, transfer, assign, mortgage or pledge this Agreement or any part thereof, or any rights created thereby or the letting thereunder or any part thereof.

(b) The Lessee shall not sublet the premises or any part thereof.

(c) If the Lessee assigns, sells, conveys, transfers, mortgages, pledges or sublets in violation of subdivisions (a) or (b) of this Section or if the premises are occupied by anybody other than the Lessee, the Port Authority may collect rent from any assignee, sublessee or anyone who claims a right to this Agreement or letting or who occupies the premises and shall apply the net amount collected to the rental herein reserved; and no such collection shall be deemed a waiver by the Port Authority of the covenants contained in subdivisions (a) and (b) of this Section nor an acceptance by the Port Authority of any such assignee, sublessee, claimant or occupant as tenant, nor a release of the Lessee by the Port Authority from the further performance by the Lessee of the covenants contained herein.

(d) The Lessee further covenants and agrees that it will not use or permit any person whatsoever to use the premises or any portion thereof for any purpose other than as provided in Article IV of this Agreement.

SECTION 10. *Condemnation*

(a) In any action or other proceeding by any governmental agency or agencies for the taking for a public use of any interest in all or part of the premises, or in case of any deed, lease or other conveyance in lieu thereof (all of which are in this Section referred to as "taking or conveyance"), the Lessee shall not be entitled to assert any claim to any compensation, award or part thereof made or to be made therein or therefor or any claim to any consideration or rental or any part thereof paid therefor, or to institute any action or proceeding or to assert any claim against such agency or agencies or against the Port Authority for any such taking or conveyance, it being understood and agreed between the parties hereto that the Port Authority shall be entitled to all compensation or awards made or to be made or paid, and all such consideration or rental, free of any claim or right of the Lessee.

(b) In the event that all or any portion of the premises is required by the Port Authority to comply with any present or future governmental law, rule, regulation, requirement, order or direction, the Port Authority may by notice given to the Lessee terminate the letting with respect to all or such portion of the premises so required. Such termina-

tion shall be effective on the date specified in the notice. The Lessee hereby agrees to deliver possession of all or such portion of the premises so required upon the effective date of such termination in the same condition as that required for the delivery of the premises upon the date originally fixed by this Agreement for the expiration of the term of the letting. No taking by or conveyance to any governmental authority as described in paragraph (a) of this Section, nor any delivery by the Lessee nor taking by the Port Authority pursuant to this paragraph, shall be or be construed to be an eviction of the Lessee or a breach of this Agreement or be made the basis of any claim by the Lessee against the Port Authority for damages, consequential or otherwise.

(c) In the event that the taking or conveyance covers the entire premises, or in the event that the letting is terminated with respect to the entire premises pursuant to paragraph (b) of this Section, then this Agreement shall, as of the date possession is taken by such agency or agencies from the Port Authority, or as of the effective date of such termination, cease and determine in the same manner and with the same effect as if the said date were the original date of expiration hereof.

(d) In the event that the taking or conveyance covers a part only of the premises, or in the event that the letting is terminated pursuant to paragraph (b) of this Section with respect to a part only of the premises, then the letting as to such part shall, as of the date possession thereof is taken by such agency or agencies, or as of the effective date of such termination, 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 basic rental shall be abated as provided hereinafter.

(e) In the event that the taking or conveyance or the delivery by the Lessee or taking by the Port Authority pursuant to paragraph (b) of this Section covers fifty per cent (50%) or more of the total usable area of the premises including both open and enclosed space, then the Lessee and the Port Authority shall each have an option exercisable by notice given within ten (10) days after such taking or conveyance to terminate the letting hereunder, as of the date of such taking, and such termination shall be effective as if the date of such taking were the original date of expiration hereof.

SECTION 11. *Construction by the Lessee*

Except with the prior consent of the Port Authority, the Lessee shall not erect any structures, make any improvements or do any other construction work on the premises or alter, modify, or make additions, improvements or repairs to or replacements of, any structure now existing or built at any time during the letting, or install any fixtures, and in the event any construction, improvement, alteration, modification, addition, repair or replacement is made with or without such consent and unless the consent of the Port Authority shall expressly provide otherwise, the same shall immediately become the property of the Port Authority, and the Lessee shall have no right to remove the same either during the letting or at the expiration thereof unless the Port Authority, at any time prior to the expiration of the term of the letting, or any extension or renewal thereof, or within sixty (60) days after expiration or earlier termination of the term of the letting, shall give notice to the Lessee to remove the same, or to cause the same to be changed to the satisfaction of the Port Authority, in which case the Lessee agrees to remove the same, or change it in compliance with such notice. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change, and the Lessee hereby agrees to pay the cost thereof to the Port Authority upon demand.

SECTION 12. *Additional Rent and Charges*

(a) If the Port Authority has paid any sum or sums or has incurred any obligations or expense which the Lessee has agreed to pay or reimburse the Port Authority for, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of an act or omission of the Lessee contrary to the said conditions, covenants and agreements, the Lessee shall pay to the Port Authority the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties and the same may be added to any installment of rent thereafter due hereunder, and each and every part of

the same shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the basic rental as set forth in Article III hereof.

(b) For all purposes under this Section and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing any payment of sum or sums by the Port Authority for any work done or material furnished shall be *prima facie* evidence against the Lessee that the amount of such payment was necessary and reasonable. Should the Port Authority elect to use its operating and maintenance staff in performing any work and to charge the Lessee with the cost of same, any time report of any employee of the Port Authority showing hours of labor or work allocated to such work, or any stock requisition of the Port Authority showing the issuance of materials for use in the performance thereof, shall likewise be *prima facie* evidence against the Lessee that the amount of such charge was necessary and reasonable.

(c) The term "cost" in this Agreement shall mean and include: (1) Payroll costs, including contributions to the Retirement System, or the cost of participation in other pension plans or systems, insurance costs, sick leave pay, holiday, vacation and authorized absence pay; (2) Cost of materials and supplies used; (3) Payments to contractors; (4) Any other direct costs; and (5) 30% of the sum of the foregoing.

SECTION 13. *Rights of Entry Reserved*

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

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

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

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

(e) At any time and from time to time during ordinary business hours within the three (3) months next preceding the expiration of the letting, the Port Authority, by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users

of the premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same and during such three-month period the Port Authority may place and maintain on the premises, the usual "To Let" signs, which signs the Lessee shall permit to remain without molestation.

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

(g) The exercise of any or all of the foregoing rights by the Port Authority or others shall not be or be construed to be an eviction of the Lessee nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

SECTION 14. *Limitation of Rights and Privileges Granted*

(a) 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; 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, lighting, power, telegraph, telephone, steam, or transportation services and of the municipality and State in which the premises are located; (iii) permits, licenses, regulations and restrictions, if any, of the United States, the municipality or State in which the premises are located, or other governmental authority

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

(c) Nothing in this Agreement contained shall grant to the Lessee any rights whatsoever in the air space above the roof of the building or buildings or portion of a building or buildings, if any are included in the premises, (except to the extent required in either case for the performance of any of the obligations of the Lessee hereunder), or more than twenty (20) feet above the present ground level of any open area included in the premises.

SECTION 15. *Prohibited Acts*

(a) Unless otherwise expressly permitted so to do, the Lessee shall not install, maintain or operate, or permit the installation, maintenance or operation on the premises of any vending machine or device designed to dispense or sell food, beverages, tobacco, tobacco products or merchandise of any kind, whether or not included in the above categories, or of any restaurant, cafeteria, kitchen, stand or other establishment of any type for the preparation, dispensing or sale of food, beverages tobacco, tobacco products or merchandise of any kind, whether or not included in the above categories, or of any equipment or device for the furnishing to the public of service of any kind, including therein, without limitation thereto, telephone pay-stations.

(b) The Port Authority, by itself or by contractors, lessees, or permittees, shall have the exclusive right to install, maintain and receive and retain the revenues from all coin-operated or other machines or devices for the sale of merchandise of all types, or for the rendering of services, which may be operated on the premises, *provided, however,* that no such machine or device shall be installed except upon the request of the Lessee. This provision shall not be construed to confer upon the Lessee any right to have such machines installed except at the sole discretion of the Port Authority.

SECTION 16. *Termination*

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

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

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

(2) By order or decree of a court the Lessee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or, if the Lessee is a corporation, by any of its stockholders, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Lessee and shall not be dismissed within thirty (30) days after the filing thereof; or

(4) The letting or the interest of the Lessee under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

(5) The Lessee, if a corporation, shall, without the prior approval of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

(6) If the Lessee is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its partners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

(7) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Lessee, and such possession or control shall continue in effect for a period of fifteen (15) days; or

(8) The Lessee shall voluntarily abandon, desert or vacate the premises or discontinue its operations at the premises or at the Facility or, after exhausting or abandoning any right of further appeal, the Lessee shall be prevented for a period of thirty (30) days by action of any governmental agency from conducting its operations on the premises, regardless of the fault of the Lessee; or

(9) Any lien shall be filed against the premises because of any act or omission of the Lessee and shall not be discharged within twenty (20) days; or

(10) The Lessee shall fail duly and punctually to pay the rental or to make any other payment required hereunder when due to the Port Authority; or

(11) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this agreement, on its part to be kept, performed or observed, within ten (10) days after its receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may by five (5) days' notice terminate the letting and the Lessee's rights hereunder, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

(b) If any of the events enumerated in paragraph (a) of this Section shall occur prior to the commencement of the letting, the Lessee shall not be entitled to enter into possession of the premises, and the Port Authority, upon the occurrence of any such event, or at any time thereafter, during the continuance thereof, by twenty-four (24) hours' notice, may cancel the interest of the Lessee under this agreement, such cancellation to be effective upon the date specified in such notice.

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

(d) The rights of termination described above shall be in addition to any other rights of termination provided in this Agreement and in addition to any rights and remedies that the Port Authority would have at law or in equity consequent upon any breach of this Agreement by the Lessee, and the exercise by the Port Authority of any right of termination shall be without prejudice to any other such rights and remedies.

SECTION 17. *Right of Re-entry*

The Port Authority shall, as an additional remedy upon the giving of a notice of termination as provided in Section 16 of these Terms and Conditions, have the right to re-enter the premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of the Lessee under this Agreement, and shall in no event constitute an acceptance of surrender.

SECTION 18. *Waiver of Redemption*

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

SECTION 19. *Survival of the Obligations of the Lessee*

(a) In the event that the letting shall have been terminated in accordance with a notice of termination as provided in Section 16 of these Terms and Conditions, or the interest of the Lessee shall have been cancelled pursuant thereto, or in the event that the Port Authority has re-entered, regained or resumed possession of the premises in accordance with the provisions of Section 17 of these Terms and Conditions, all of the obligations of the Lessee under this Agreement shall survive such termination or cancellation, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of the letting, as originally fixed in Article II hereof, and the amount or amounts of damages or deficiency shall become due and payable to the Port Authority to the same extent, at the same time or times and in the same manner as if no termination, cancellation, re-entry, regaining or resumption of possession had taken place. The Port Authority may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term.

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

(1) The amount of the total of all annual rentals, less the installments thereof prior to the effective date of termination except that the credit to be allowed for the installment paid on the first day of the month in which the termination is effective shall be prorated for the part of the month the letting remains in effect on the basis of a 30-day month; and

(2) An amount equal to all expenses incurred by the Port Authority in connection with regaining possession and restoring and reletting the demised premises,

for legal expenses, boiler insurance premiums, if any, putting the premises in order including without limitation, cleaning, decorating and restoring (on failure of the Lessee to restore), maintenance and brokerage fees.

SECTION 20. *Reletting by the Port Authority*

The Port Authority, upon termination or cancellation pursuant to Section 16 of these Terms and Conditions, or upon any re-entry, regaining or resumption of possession pursuant to Section 17 of these Terms and Conditions, may occupy the premises or may relet the premises and shall have the right to permit any person, firm or corporation to enter upon the premises and use the same. Such reletting may be of part only of the premises or of the premises or a part thereof together with other space, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement. The Port Authority shall also, upon termination or cancellation pursuant to Section 16 of these Terms and Conditions, or upon re-entry, regaining or resumption of possession pursuant to Section 17 of these Terms and Conditions have the right to repair and to make structural or other changes in the premises, including changes which alter the character of the premises and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder. In the event either of any reletting or of any actual use and occupancy by the Port Authority (the mere right to use and occupy not being sufficient however) there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said premises or portion thereof during the balance of the term of the letting as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the premises as the Port Authority may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by the Port Authority in connection therewith. No such reletting or such use and occupancy shall be or be construed to be an acceptance of a surrender.

SECTION 21. *Remedies to Be Nonexclusive*

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

SECTION 22. *Surrender*

(a) The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the premises on the date of the cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in the same condition as at the commencement of the letting, reasonable wear arising from use of the premises to the extent permitted elsewhere in this Agreement, excepted.

(b) Unless the same are required for the performance by the Lessee of its obligations hereunder, the Lessee shall have the right at any time during the letting to remove from the premises, and, on or before the expiration or earlier termination of the letting, shall so remove its equipment, removable fixtures and other personal property, and all property of third persons for which it is responsible, repairing all damage caused by such removal. If the Lessee shall fail to remove such property on or before the termination or expiration of the letting, the Port Authority may remove such property to a public warehouse for deposit or may retain the same in its own possession and in either event may sell the same at public auction, the proceeds of which shall be applied: first, to the expenses of removal, including repair required thereby, and of storage and sale; second, to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, repair, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand. The Lessee shall indemnify the Port Authority against all claims based on Port Authority action hereunder.

SECTION 23. *Acceptance of Surrender of Lease*

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representa-

tives of the Port Authority and of the Lessee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents or employees of the Port Authority, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

SECTION 24. Notices

(a) All notices, permissions, requests, consents and approvals given or required to be given to or by either party shall be in writing (which shall include a telegram when delivered to the telegraph company), and all such notices and requests shall be telegraphed or personally delivered to the party or to the duly designated officer or representative of such party or delivered to an office or residence of such party, officer or representative during regular business hours, or delivered to the residence of such party, officer or representative or delivered to the premises, or forwarded to him or to the party at the office or residence address by registered mail. The Lessee shall designate an office within the Port of New York District and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director, and the Lessee designates the person whose name appears on the first page of this Agreement as their respective officers or representatives upon whom notices and requests may be served, and the Port Authority designates its office at One World Trade Center, New York, New York 10048, and the Lessee designates its office, the address of which is set forth on the first page of this Agreement, as their respective offices where notices and requests may be served.

(b) If any notice is mailed or delivered, the giving of such notice shall be complete upon receipt or, in the event of a refusal by the addressee, upon the first tender of the notice to the addressee or at the permitted address. If any notice is sent by telegraph, the giving of such notice shall be complete upon receipt or, in the event of a refusal by the addressee, upon the first tender of the notice by the telegraph company to the addressee or at the address thereof.

SECTION 25. General

(a) Wherever in this Agreement the Lessee agrees or is required to do or has the right to do, any act or thing, the following shall apply:

(1) If the Lessee is a corporation, its obligation shall be performed by it and its rights shall be exercised only by its officers and employees or

(2) If the Lessee is a partnership, its obligations shall be performed and its rights shall be exercised by its partners and employees only or

(3) If the Lessee is an individual, his obligations shall be performed and his rights shall be exercised by himself and his employees only;

(4) None of the provisions of this paragraph (a) shall be taken to alter, amend or diminish any obligation of the Lessee assumed in relation to its invitees, business visitors, agents, representatives, contractors, customers, guests, or other persons firms or corporations doing business with it or using or on or at the premises with its consent.

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

(c) Unless otherwise stated in Article IV on page 2 of this Agreement, the rights of user thereby granted to the Lessee with respect to the premises shall be exercised by the Lessee only for its own account and, without limiting the generality of the foregoing, shall not be exercised as agent, representative, factor, broker, forwarder, bailee, or consignee without legal title to the subject matter of the consignment.

(d) The Lessee's representative, hereinbefore specified in this Agreement, (or such substitute as the Lessee may hereafter designate in writing) shall have full authority to act for the Lessee in connection with this Agreement and any things done or to be done hereunder,

~~and to execute on the Lessee's behalf any amendments or supplements to this Agreement or any extension thereof.~~

(e) The Section headings in these Terms and Conditions and in the endorsements, if any, attached hereto are inserted only as a matter of convenience and for reference, and they in no way define or limit or describe the scope or intent of any provision hereof.

(f) All payments required of the Lessee by this Agreement shall be made at the office of the Treasurer of the Port Authority, One World Trade Center, New York, New York 10048, or to such other officer or address as may be substituted therefor. If the commencement date of the letting under this Agreement is other than the first day of a calendar month, the basic rental for the portion of the month during which the letting is effective shall be the amount of the monthly installment prorated on a daily basis using the actual number of days in the month, and if the expiration or termination date of the letting is other than the last day of a calendar month, the basic rental for the portion of the month during which the letting is effective shall be the amount of the monthly installment similarly prorated.

(g) This Agreement does not constitute the Lessee the agent or representative of the Port Authority for any purpose whatsoever. Neither a partnership nor any joint adventure is hereby created, notwithstanding the fact that all or a portion of the rental to be paid hereunder may be determined by gross receipts from the operations of the Lessee hereunder.

(h) The phrase "utility, mechanical, electrical and other systems" shall mean and include (without limitation thereto) the following: machinery, engines, dynamos, boilers, elevators, escalators, incinerators and incinerator flues, systems for the supply of fuel, electricity, water, gas and steam, plumbing, heating, sewerage, drainage, ventilating, air conditioning, communications, fire-alarm, fire-protection, sprinkler, telephone, telegraph and other systems, fire hydrants, fire hoses, and their respective wires, mains, conduits, lines, tubes, pipes, equipment, motors, cables, fixtures and other equipment.

(i) All designations of time herein contained shall refer to the time-system then officially in effect in the municipality wherein the premises are located.

SECTION 26. Premises

(a) 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 condition of the premises or the suitability thereof for the operations permitted on the premises by this Agreement. The Lessee, prior to the execution of this Agreement, has thoroughly examined the premises and has found them to be in good order and repair and determined them to be suitable for the Lessee's operations hereunder. Without limiting any obligation of the Lessee to commence operations hereunder at the time and in the manner stated elsewhere in this Agreement, the Lessee agrees that no portion of the premises will be used initially or at any time during the letting which is in a condition unsafe or improper for the conduct of the Lessee's operations hereunder so that there is possibility of injury or damage to life or property and the Lessee further agrees that before any use it will immediately correct any such unsafe or improper condition.

(b) The Port Authority shall not be liable to the Lessee, or to any person, for injury or death to any person or persons whomsoever, or damage to any property whatsoever at any time in the premises or elsewhere at the Facility, including but not limited to any such injury, death or damage from falling material, water, rain, hail, snow, gas, steam, or electricity, whether the same may leak into, or fall, issue, or flow from any part of the Facility, or from any other place or quarter.

(c) If permission is given to the Lessee to enter into the possession of the premises or to occupy space other than the premises prior to the date specified in Article II as the commencement of the term of the letting, the Lessee agrees that such possession or occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this Agreement except as to the covenant to pay rent and except as may be expressly provided otherwise by the written instrument, if any, giving such possession or occupancy; in either case, rent shall commence on the date specified in this Agreement, and in the event of possession of the premises, the date of such possession shall be the date of commencement of the term hereunder.

SECTION 27. Postponed

If the Port Authority shall not give possession of the premises on the date fixed in Article II for the commencement of the term, by reason of the fact that the premises or any part thereof are in the course of construction, repair, alteration or improvement or by reason of the fact that the occupant thereof failed or refused to deliver possession to the Port Authority, or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to give possession on said date. No such failure to give possession on the date of commencement of the term shall in any wise affect the validity of this Agreement or the obligations of the Lessee hereunder, nor shall the same be construed in any wise to extend the term beyond the date stated in Article II for expiration. However, the rent shall not commence until possession of the premises is tendered by the Port Authority to the Lessee; the tender shall be made by notice given at least five (5) days prior to the effective date of the tender and in the event that such notice of tender is not given for possession to commence on or before one hundred eighty-five (185) days after the date stated in Article II for commencement of the term then this Agreement shall be deemed cancelled, except that each party shall and does hereby release the other party of and from any and all claims or demands based on this Agreement, or a breach or alleged breach thereof.

SECTION 28. Force Majeure

(a) The Port Authority shall not be liable for any failure, delay or interruption in performing its obligations hereunder due to causes or conditions beyond its control, including, without limitation thereto, strikes, boycotts, picketing, slow-downs, work stoppages or labor troubles of any other type (whether affecting the Port Authority, its contractors, or subcontractors.) Further, the Port Authority shall not be liable unless the failure, delay or interruption shall result from failure on the part of the Port Authority to use reasonable care to prevent or reasonable efforts to cure such failure, delay or interruption.

(b) The Port Authority shall be under no obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith, even though such law, rule, regulation, requirement, order or direction may not be mandatory on the Port Authority as a public agency.

(c) No abatement, diminution or reduction of the rent or other charges payable by the Lessee, shall be claimed by or allowed to the Lessee for any inconvenience, interruption, cessation or loss of business or other loss caused, directly or indirectly, by any present or future laws, rules, requirements, orders, directions, ordinances or regulations of the United States of America, or of the state, county or city governments, or of any other municipal, governmental or lawful authority whatsoever, or by priorities, rationing or curtailment of labor or materials, or by war or any matter or thing resulting therefrom, or by any other cause or causes beyond the control of the Port Authority, nor shall this Agreement be affected by any such causes.

SECTION 29. Brokerage

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

SECTION 30. Non-liability of Individuals

Neither the Commissioners of the Port Authority [illegible]

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent, or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

(a) The Port Authority agrees to grant (if requested so to do by the Lessee), to suppliers of water, gas, electricity and telephone service operating in the vicinity a right of way or rights of way under the Facility from the streets outside of the Facility to the premises for the sole purpose of supplying such service or services to the Lessee. No such right of way shall include the right to use any system, equipment or portion thereof constructed or owned by or leased to the Port Authority.

(b) The Lessee shall promptly pay all water bills covering its own consumption. Such payment shall include any factor which may have been included by the appropriate governmental authority as a sewer-rent or other charge for the use of a sewer system. In the event that any such water bill shall remain unpaid for a period of six (6) months after the same becomes due and payable, or in the event that any such bill remains unpaid at the date of expiration or earlier termination of the letting under this Agreement, the Port Authority may pay the same and any interest or penalties thereon, and the total payment or payments at any time so made shall constitute an additional item of rental, payable to the Port Authority upon demand. Where sewage is contained in tanks periodically cleaned by a contractor paid by the Port Authority the Lessee shall pay such portion of the contract charge as may be reasonably determined by the Port Authority, on demand.

(c) Unless the Port Authority has expressly undertaken to heat the enclosed portions of the premises, if any, the Lessee agrees to heat the enclosed portions of the premises to a sufficient temperature so that the plumbing, fire-protection and sprinkler systems, if any, will not be damaged by reason of low temperatures.

(d) If any federal, state, municipal or other governmental body, authority or agency, or any public utility, assesses, levies, imposes, makes or increases any charge, fee, rent or assessment on the Port Authority, for any service, system or utility now or in the future supplied to or available at the premises or to any tenant, lessee, occupant or user thereof, or to the structures or buildings which, or a portion or portions of which, are included in the premises, (including but not limited to any sewer-rent or other charge for the use of a sewer system or sysems), the Lessee shall, at the option of the Port Authority exercised at any time and from time to time by notice to the Lessee, pay, in accordance with such notice, such charge, fee, rent or assessment or such increase thereof (or the portion thereof allocated by the Port Authority to the premises or to the operations of the Lessee under this Agreement) either directly to the governmental body, authority or agency, or to the public utility, or directly to the Port Authority, as such notice may direct. All payments to be made by the Lessee hereunder shall constitute items of additional rental.

(e) No failure, delay or interruption in any service or services, whether such service or services shall be supplied by the Port Authority or by others, shall relieve or be construed to relieve the Lessee of any of its obligations hereunder or shall be or be construed to be an eviction of the Lessee, or shall constitute grounds for any diminution or abatement of the rental or rentals payable under this Agreement, or grounds for any claim by the Lessee for damages, consequential or otherwise.

(f) In the event any one or more structures within or attached to the premises but not accessible directly from the enclosed portion of the premises is or are in use as a valve-room or valve-rooms for a sprinkler system, the same shall not be deemed a portion of the premises hereunder, and the Lessee shall afford access thereto through and across the premises at all times as required by the Port Authority for itself or its contractors, with or without tools, equipment, parts and supplies.

Standard Endorsement No. L 5.1

Services

All Facilities

10/6/75

(a) All work which the Lessee is required or permitted to do pursuant to the provisions of paragraph (b) of this Endorsement shall be done strictly in accordance with the following terms and conditions:

(1) The Lessee shall be the insurer of the Port Authority, its Commissioners, officers, agents, and employees, against the following distinct and several risks, arising from acts or omissions of the Lessee, its officers, agents, employees, contractors, or subcontractors, excepting only risks which result solely from acts done by the Port Authority subsequent to the commencement of the work of construction, repair, alteration, improvement, or addition.

(i) The risk of loss or damage to all such repairs, alterations, additions, improvements, or structures prior to the completion thereof. In the event of such loss or damage, the Lessee shall forthwith repair, replace and make good the work without cost to the Port Authority.

(ii) The risk of death, injury or damage, direct or consequential, to the Port Authority, its Commissioners, officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work. The Lessee shall indemnify the Port Authority, its Commissioners, officers, agents and employees for all such injuries and damages, and for all loss suffered by reason thereof;

(iii) The risk of claims and demands, just or unjust, by third persons against the Port Authority, its Commissioners, officers, agents and employees arising or alleged to arise out of the performance of the work. The Lessee shall indemnify the Port Authority, its Commissioners, officers, agents and employees against and from all such claims and demands, and for all loss and expense incurred by it and by them in the defense, settlement or satisfaction thereof.

(2) All work done pursuant to this Endorsement shall be done in accordance with drawings and specifications to be submitted to and approved by the Marine Terminals Construction Engineer of the Port Authority prior to the commencement of the work, shall be done to his satsifaction and shall be subject to his inspection; and the Lessee shall re-do or replace at its own expense any work not approved by the said Engineer.

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

(4) The Lessee shall procure and maintain comprehensive public liability insurance, including automotive, and covering bodily-injury (including death) and property-damage liability, which shall be in addition to all policies of insurance otherwise required by this Agreement, or, if the work is to be done by an independent contractor, the Lessee shall require such contractor to procure and maintain such insurance in the name of the contractor, in either case, in limits not lower than those set forth for such categories of insurance in the following schedule:

(i) Bodily injury liability:

For injury or wrongful death to one person:	$500,000.00
For injury or wrongful death to more than one person from any one accident:	$500,000.00

(ii) Property damage liability:

For all damages arising out of injury to or destruction of property in any one accident:	$500,000.00

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall

be delivered to the Port Authority prior to the commencement of work. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written advance notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any policy shall be or become unsatisfactory to the Port Authority as to form or substance, or if any carrier issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement.

(6) The Port Authority shall not be named as an insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time, during the term of the letting under this Agreement direct otherwise in writing, in which case the Lessee shall cause the Port Authority to be so named.

(7) As soon as the construction, repair, alteration, improvement or addition shall have been completed to the satisfaction of the Marine Terminals Construction Engineer of the Port Authority, then title shall immediately and without execution of any further instrument, vest in the Port Authority, and every structure and all such repairs, alterations, improvements or additions, shall thereupon become and thereafter be part of the premises.

(8) The Port Authority shall have the right to require contracts and contractors, for all the construction work, to be subject to its approval.

(b) The Lessee may construct and equip a building suitable for the performance of preparation work on highway vehicles which have been manufactured outside of the United States of America and brought to the Facility by seagoing vessels and which may under the provisions of Article IV of this Agreement be received and handled on the premises, which work shall be ancillary to the distribution of such vehicles in the United States.

(c) Notwithstanding any term or provision of this Agreement, the Port Authority shall have no obligation whatsoever to maintain or repair the building described in paragraph (b), whether repairs required are structural or nonstructural, and without regard to the cause of the condition requiring repair. All such work shall be performed by or for the account of the Lessee.

(a) As used in this Agreement:

(1) "Facility", "Port Newark" or "marine terminal" shall mean the land and premises in the City of Newark, in the County of Essex and State of New Jersey, which are easterly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the Basic Lease and marked "Exhibit A" as contained within the limits of a line of crosses appearing on the said Exhibit A and marked (by means of the legend) "Boundary of Terminal Area in City of Newark", and lands contiguous thereto (but only those lying within the County of Essex) which may have been heretofore or may hereafter be acquired by the Port Authority to use for marine terminal purposes.

(2) "Basic Lease" shall mean that agreement respecting marine and air terminals entered into with the Port Authority by the City of Newark (New Jersey) under date of October 22, 1947, and recorded in the Office of the Register of the County of Essex on October 30, 1947, in Book E-110 of Deeds, on pages 242 et seq., as the same has been or may be from time to time supplemented and amended.

(3) "Letting" shall include any extension of the letting under this Agreement, whether made by agreement or by operation of law.

(4) "Manager of the Facility" or "Manager" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Manager or in the Superintendent of the Facility by this Agreement; but until further notice from the Port Authority to the Lessee, it shall mean the Manager (or the Acting Manager) of the Port Authority Marine Terminals – New Jersey for the time being, or his duly designated representative or representatives.

(b) The letting shall in any event terminate simultaneously with the termination or expiration of the Basic Lease. The rights of the Port Authority in the premises are those granted to it by the Basic Lease and no greater rights are granted or intended to be granted to the Lessee than the Port Authority has power thereunder to grant.

(c) No designation in this Agreement of any area as a street, avenue, highway or roadway, or by any other comparable characterization, whether or not by name, shall be or be deemed to be an admission, recognition or acknowledgment of any public or private rights in the area so designated, or as a dedication for or consent to any public or private use of the same. All use in this Agreement of names and designations in connection with such areas is merely for the purpose of fixing geographical locations.

(d) Since the Port Authority has agreed by a provision in the Basic Lease to conform to the enactments, ordinances, resolutions and regulations of the City and its various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection which would be applicable if the Port Authority were a private corporation, to the extent that the Port Authority finds it practicable so to do, the Lessee agrees except in cases where the Port Authority either notifies the Lessee that it need not comply therewith or directs it not to comply therewith, to comply with all such enactments, ordinances, resolutions and regulations which would be applicable to its operations at the marine terminal or to any of the premises leased to it for its exclusive use if the Port Authority were a private corporation, and, subject to the provisions of this Agreement concerning construction by the Lessee, to make all non-structural improvements and alterations of or to the premises required at any time hereafter by any such enactment, ordinance, resolution or regulation, and all structural improvements or alterations of or to the premises that may be required at any time hereafter by any such enactment, ordinance, resolution or regulation because of the operations of the Lessee on the premises or its use and occupancy thereof. The Lessee

(a) As used in this Agreement:

(1) "Facility", "Port Newark" or "marine terminal" shall mean the land and premises in the City of Newark, in the County of Essex and State of New Jersey, which are easterly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the Basic Lease and marked "Exhibit A" as contained within the limits of a line of crosses appearing on the said Exhibit A and marked (by means of the legend) "Boundary of Terminal Area in City of Newark", and lands contiguous thereto (but only those lying within the County of Essex) which may have been heretofore or may hereafter be acquired by the Port Authority to use for marine terminal purposes.

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(3) "Letting" shall include any extension of the letting under this Agreement, whether made by agreement or by operation of law.

(4) "Manager of the Facility" or "Manager" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Manager or in the Superintendent of the Facility by this Agreement; but until further notice from the Port Authority to the Lessee, it shall mean the Manager (or the Acting Manager) of the Port Authority Marine Terminals – New Jersey for the time being, or his duly designated representative or representatives.

(b) The letting shall in any event terminate simultaneously with the termination or expiration of the Basic Lease. The rights of the Port Authority in the premises are those granted to it by the Basic Lease and no greater rights are granted or intended to be granted to the Lessee than the Port Authority has power thereunder to grant.

(c) No designation in this Agreement of any area as a street, avenue, highway or roadway, or by any other comparable characterization, whether or not by name, shall be or be deemed to be an admission, recognition or acknowledgment of any public or private rights in the area so designated, or as a dedication for or consent to any public or private use of the same. All use in this Agreement of names and designations in connection with such areas is merely for the purpose of fixing geographical locations.

(d) Since the Port Authority has agreed by a provision in the Basic Lease to conform to the enactments, ordinances, resolutions and regulations of the City and its various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection which would be applicable if the Port Authority were a private corporation, to the extent that the Port Authority finds it practicable so to do, the Lessee agrees except in cases where the Port Authority either notifies the Lessee that it need not comply therewith or directs it not to comply therewith, to comply with all such enactments, ordinances, resolutions and regulations which would be applicable to its operations at the marine terminal or to any of the premises leased to it for its exclusive use if the Port Authority were a private corporation, and, subject to the provisions of this Agreement concerning construction by the Lessee, to make all non-structural improvements and alterations of or to the premises required at any time hereafter by any such enactment, ordinance, resolution or regulation, and all structural improvements or alterations of or to the premises that may be required at any time hereafter by any such enactment, ordinance, resolution or regulation because of the operations of the Lessee on the premises or its use and occupancy thereof. The Lessee

shall for the information of the Port Authority, deliver to the Port Authority within three (3) days (Saturdays, Sundays, and holidays included) after receipt of any notice, warning, summons or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, a true copy of the same. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Lessee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Lessee of a written direction from the Port Authority not to comply, (and thereafter discontinued) such compliance shall not constitute a breach of this Agreement, although the Port Authority thereafter directs the Lessee not to comply. Nothing herein contained shall release or discharge the Lessee from compliance with any other provision of this Agreement respecting governmental requirements.

(e) In the event that obstruction lights are now or in the future shall be installed on the premises, the Lessee agrees to furnish the Port Authority without charge, electricity for energizing such obstruction lights daily for a period commencing thirty (30) minutes before sunset and ending thirty (30) minutes after sunrise (as sunset and sunrise may vary from day to day throughout the year) and for such other periods as may be directed or requested by the Control Tower of Newark International Airport.

(f) If by the provisions of Article IV or by other express provision in this Agreement the Lessee is authorized to use the premises to store for distribution items of merchandise or other materials (whether for the account of the Lessee or of others, as may be specifically provided elsewhere in this Agreement) such storage shall be substantially for merchandise and materials waterborne to the Facility or intended to be waterborne from the Facility, except that as specifically authorized from time to time by the Port Authority, the Lessee may store non-waterborne items, the handling of which is necessary as an incident to its business at the premises. "Waterborne to (or from) the Facility" shall mean and include all shipments consigned to or from the Facility which reach or leave the Port of New York by water carrier.

Standard Endorsement No. L 19.4 (2 pages)

Port Newark
Port Newark
10/6/73

(a) The Lessee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance affording those coverages as to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Lessee under this Agreement, and shall be effective throughout the term of the letting.

SCHEDULE

Policy	Minimum Limit
(1) Comprehensive public liability insurance.	
(i) Bodily-injury liability: For injury or wrongful death to one person:	$ 500,000.00
For injury or wrongful death to more than one person in any one occurrence:	$ 500,000.00
(ii) Property-damage liability: For all damages arising out of injury to or destruction of property in any one occurrence:	$ 500,000.00
(iii) Products liability:	$
(2) Automobile liability insurance.	
(i) Bodily-injury liability: For injury or wrongful death to one person:	$ 500,000.00
For injury or wrongful death to more than one person in any one occurrence:	$ 500,000.00
(ii) Property-damage liability: For all damages arising out of injury to or destruction of property in any one occurrence:	$ 500,000.00
(3) Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, onsuch plate and mirror glass.	$
(4) Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Lessee in the premises:	$
(5) "Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Lessee in the premises:	$
(6) Garagekeepers' legal liability:	$

Standard Endorsement No. L 21.1
(2 pages)

Insurance

All Facilities

4/4/70

(b) The Port Authority shall not be named as an insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the term of the letting under this Agreement, direct otherwise in writing, in which case the Lessee shall cause the Port Authority to be so named.

(c) In any policy of insurance on property other than that of the Lessee required by this Endorsement, the Port Authority shall be named as the owner except that as to property as to which the Port Authority is itself a lessee, the Port Authority shall be named as the lessee and the owner shall be named as the owner. Each shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of The Port of New York Authority, shall be adjusted solely with the Port Authority and all proceeds under this policy shall be paid solely to the Port Authority."

(d) Any "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Section 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the Insurance Rating Board, New York, New York.

(e) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Agreement. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written advance notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy, except for any policy expiring after the date of expiration of the term of the letting under this Agreement, as the same may be from time to time extended. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement.

Standard Endorsement No. L 21.1
(2 pages)

Insurance

All Facilities

4/4/70

(a) The Lessee shall have the right (to be exercised in common with others now or in the future having rights of passage by rail) to the non-exclusive use of such of the existing railroad tracks located on the Facility (and which shall not be leased for exclusive use to others) as may be necessary for ingress and egress of railroad cars to and from the premises, subject to the following limitations and conditions:

(1) the foregoing right of use shall be subject at all times to the prior right of use by or on behalf of the United States;

(2) the foregoing right of use shall be exercised in a manner which will not hamper, interfere with or prevent the reasonable use of the tracks by others for the passage of railroad cars and locomotives;

(3) the Lessee shall not cause or permit the tracks to be obstructed, (except for the portion of track on or adjacent to the premises and that portion only for reasonable loading and unloading periods) and shall comply with all rules and regulations of the Port Authority relating to the use of railroad tracks which are now in effect or which may hereafter be promulgated for the safe and efficient use of the Facility, and shall comply further with the directions of the Manager of the Facility relating to the use of railroad tracks;

(4) the Port Authority shall have the right to remove or to relocate any track or tracks so long as means of ingress and egress for railroad cars as above described remains available;

(5) the Port Authority shall not be liable for any inconvenience, delay or loss to the Lessee by reason of interruption of use by the Lessee of any or all such railroad tracks occasioned by causes or circumstances over which the Port Authority shall not have control;

(6) the Port Authority shall not be responsible for maintenance of the switches and track used exclusively for serving the Lessee;

(7) the Lessee shall bear and promptly pay all charges made by railroads for switching or other services required for such use of railroad tracks by or for the Lessee; and

(8) the rights of user granted hereby shall be subject to any existing or future agreements between the Port Authority and railroads relating to the furnishing of service by railroads at the Facility as the said agreements may from time to time be modified or amended. In the event that the Lessee requires service from any railroad the Lessee hereby agrees to enter into such agreement or agreements covering the furnishing of such service as may be prescribed by the railroad or railroads furnishing the same.

(b) The Port Authority for its benefit and the benefit of others reserves the full and free right to use any railroad tracks located on the premises for the passage and re-passage of railroad cars and locomotives and reserves the right to enter upon the premises to maintain and repair such tracks.

(c) If this is part of a lease of premises at either Port Newark or the Elizabeth-Port Authority Marine Terminal, "Facility" as used in this Standard Endorsement shall mean and include both.

Standard Endorsement No. L 24.4
Siding Rights
All Marine Facilities
4/4/65

(a) If at any time the Lessee shall become entitled to an abatement of basic rental under the provisions of this Agreement or otherwise, such abatement shall be computed as follows:

(1) For each square foot of usable open area the use of which is denied to the Lessee, at the annual rate of $ 0.25*

(2) For each square foot of usable covered area the use of which is denied to the Lessee, at the annual rate of $ 1.17**

(b) If no rates are filled in above then the abatement of basic rental shall be made on an equitable basis, giving effect to the amount and character of the area the use of which is denied the Lessee, as compared with the entire area of such character included in the premises.

(c) *If an exemption amount is fixed in this Agreement, it shall be reduced in the same proportion as the total basic rental is abated.*

(d) For the purposes of this Endorsement, the number of square feet of covered area shall be computed as follows: by measuring from the inside surface of outer building walls to the surface of the public area side, or of the non-exclusive area side, as the case may require, of all partitions separating the area measured from adjoining areas designated for the use of the public or for use by the Lessee in common with others; and *to the center of partitions separating the area measured from adjoining area exclusively* used by others; no deduction will be made for columns, partitions, pilasters or projections necessary to the building and contained within the area measured. Permanent partitions enclosing elevator shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues, stacks and any vertical shafts have the same relation to the area measured as do outer building walls.

(e) In the event that during the term of the letting under this Agreement the Lessee shall be partially evicted (actually or constructively) and shall remain in *possession of the premises or the balance thereof, the Lessee agrees that notwithstanding it might have the right to suspend payment of the rent in the absence of this provision, it* will pay at the times and in the manner herein provided, the full basic rental less only an abatement thereof computed in accordance with the above.

* as to areas shown on Exhibits A, A-4, A-5 and A-6; as to areas shown in diagonal stipple and horizontal stipple on Exhibit A-7 at the annual rate respectively of $0.23 and $0.21.

** as to the building only shown on Exhibit A-7.

Standard Endorsement No. L 27.4

Abatement

All Marine Terminals

10/6/68

(a) The Port Authority shall do or cause to be done certain work (hereinafter sometimes referred to as "the construction") all of the fencing, paving, and bumpers as described and set forth in plans and specifications hereto attached, hereby made a part hereof, and marked "Exhibit C"; in addition, four (4) chain link gates of a size not more than 30 feet will be constructed into the fencing shown on Exhibit C, the location of each subject to mutual agreement between the parties.

(b) It has been estimated that the construction will be completed on or before the completion date stated in subdivision (h)(1) of this Standard Endorsement (hereinafter sometimes referred to as "the estimated completion date"). If nevertheless the performance of any part or all of the construction is delayed, interrupted or rendered impossible due to strikes, boycotts, picketing, slowdowns, work stoppages or labor trouble of any other type, or weather conditions, casualties, acts of God or the expenditure of unusual or other than ordinary sums of money as planned by the Port Authority, so that in the opinion of the Marine Terminals Construction Engineer of the Port Authority (hereinafter referred to as "the Engineer"), the construction will not be completed by the estimated completion date, the Port Authority shall have the right to postpone the commencement of the letting in accordance with such notice or notices as the Port Authority may give to the Lessee from time to time either before or after the estimated completion date, and the commencement of the letting shall be postponed to the date stated in such notice or notices, provided, however, that each notice to the Lessee shall be at least a thirty-day notice and shall be effective only on the first day of a calendar month. The Lessee shall have no right or claim for damages against the Port Authority, or any of its contractors or subcontractors, based upon delay in construction or postponement of the commencement date of the letting, and no such delay or postponement shall in any way affect the validity of this Agreement. However, in the event that the construction has not been substantially completed by the ultimate date set forth in subdivision (h)(2) of this Standard Endorsement (hereinafter sometimes referred to as "the ultimate date"), then either the Port Authority or the Lessee may terminate this Agreement by notice, provided, however, that any such notice by the Lessee must be given prior to the date on which the Engineer cerifies to the Lessee that the construction has been substantially completed. Termination hereunder shall have the same force and effect as expiration, and in such event, each party hereby releases and discharges the other of and from all liability for damages arising out of delay in the construction or out of non-performance of obligations under this Agreement.

Standard Endorsement No. L 32.4
(3 pages)

Construction
Marine Terminal Facilities
82958

(c) In order to expedite the construction and the possession and use thereof by the Lessee, the Port Authority and the Lessee have agreed to enter into this binding agreement before the construction plans and specifications have been fully developed, and at a time when the availability of materials and labor cannot be determined. The Port Authority, acting through the Engineer, shall have the right to effect changes in the design and construction and to substitute materials and methods other than as set forth in Exhibit C, and otherwise to take all steps which in his opinion are necessary or desirable in order to complete an improvement having substantially the same utility as the improvement described. Considerations of utility shall be deemed satisfied if the improvement, as constructed, conforms substantially with the description as contained in Exhibit C.

(d) References in Exhibit C to any building code or other requirements of any municipality are made solely for the purpose of conveniently establishing engineering standards for construction and shall not be or be deemed to be an admission by the Port Authority that any such code or other requirement applies to the Port Authority or the construction.

(e) Any contracts of the Port Authority for construction may be made by negotiation or may be awarded after competitive bidding (including awards to other than the lowest bidder) or may be entered into on the basis of a combination of the foregoing or on some other basis.

(f) The commencement date of the letting for the respective portions of the premises let under this Agreement shall be the earliest of the following:

(1) A date prior to the estimated completion date, if such earlier date shall be agreed upon by the parties, or shall have been noticed in accordance with this Agreement; or

(2) The estimated completion date, if on or before such date the construction shall have been substantially completed; or

(3) In the event that the Port Authority postpones the commencement of the letting, then on the first day of the calendar month as set forth in the notice, provided, that on such date the Engineer has certified to the Lessee that the construction has been substantially completed, and provided, further, that in the case of substantial completion after the ultimate date, neither party has exercised its right, if any, to terminate this Agreement as provided in subdivision (b) of this Standard Endorsement.

(g) Unless sooner terminated, the letting shall expire at 11:59 o'clock P.M. on October 31, 1986.

(h) (1) Estimated completion date:

(i) For the portions of the premises shown on Exhibit A-4, A-5, A-6 and A-7, November 1, 1976;

(ii) For the portion of the premises shown on Exhibit A in diagonal stipple, November 1, 1976;

(iii) For the portion of the premises shown on Exhibit A in horizontal stipple, December 1, 1976;

(iv) For the portion of the premises shown on Exhibit A in vertical stipple, December 1, 1977;

(v) For the portion of the premises shown on Exhibit A in plain stipple, December 1, 1977.

(2) Ultimate date: For each portion of the premises, and for railroad track adjoining the premises, as shown on Schedule C, December 31, 1977, except that such date shall be extended by any period or periods of time which are the basis for the postponement of the letting by the Port Authority under subdivision (b) above.

(i) Within twelve (12) months prior to the expiration of the letting the Port Authority, at the request of the Lessee, will discuss terms and conditions for a possible extension of the letting.

Standard Endorsement No. L32.4
(3 pages)
Construction
Marine Terminal Facilities
82958

MLPF 10665

SPECIAL ENDORSEMENTS

1. Notwithstanding the provisions of paragraph (c) of Section 7 of the Terms and Conditions of this Agreement, the Lessee shall not be obligated, except as provided in paragraph (b) of Section 7 and except as provided hereinafter in this Special Endorsement, to make any repairs to the sprinkler system on or serving the premises, or any structural repairs or replacements to the following parts of the premises: the roof, floors, exterior walls, exterior pavement, foundation and supporting members. After receipt by the Port Authority of notice from the Lessee that repair or replacement of any of the foregoing parts of the premises is needed (stating precisely the items of work required), the Port Authority shall make the same to the extent necessary to keep such part of the premises in a reasonably good condition for the operations of the Lessee under this Agreement; but the Port Authority shall not be obligated to make repairs or replacements to bring the premises to a better condition than that existing at the commencement of the letting. The Port Authority shall have no obligation whatsoever under this Special Endorsement to make repairs or replacements of any structure, building, installation or fixture, or any part of any of them, which have been brought to or built or installed on the premises by the Lessee or its contractor, whether or not with the prior consent of the Port Authority, whether or not the same has become part of the premises under this Agreement and whether or not title thereto has vested in the Port Authority. The responsibility of the Port Authority under this Special Endorsement shall be limited to bearing the expense of the repair or replacement and, without limitation of the foregoing, the Port Authority shall have no obligation whatsoever with respect to any repairs or replacements which are the obligation of the Lessee under other provisions of this Agreement. The Port Authority shall have no obligation with respect to any repairs or replacements required because of a casualty, whether or not insured or insurable, except as expressly provided in Section 8 of the said Terms and Conditions. If the Port Authority shall fail after a reasonable time to perform its obligations hereunder, the Lessee, as its sole remedy, shall perform the work, and the Port Authority shall on demand pay to the Lessee its actual certified cash expenditures therefor or, at the option of the Port Authority, shall extend to the Lessee

For the Port Authority

Initialled:

For the Lessee

in an amount equal to such expenditures a credit against its rental obligations under this Agreement. Furthermore, prior to commencement by the Port Authority of any work set forth in the Lessee's notice to the Port Authority, the Lessee shall take all precautions necessary to protect persons or property at the Facility, including the immediate performance by the Lessee of such work as may be required to correct conditions which involve danger to persons or property, and the Port Authority will reimburse the Lessee for such work as hereinabove provided. Without limiting any obligation of the Lessee under this Agreement, the Port Authority, at any time and from time to time during the letting, may enter the premises for the purpose of making repairs or replacements, or for the purpose of performing maintenance, whether or not the Port Authority is obligated hereunder to do the same and whether or not the Port Authority has received a notice, request or other communication from the Lessee concerning any such repair or replacement, provided that this right of the Port Authority shall not constitute or be deemed to constitute any obligation or duty on the Port Authority either to the Lessee or others to make any repairs or replacements, do any maintenance or do anything else in connection therewith. The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents, employees and representatives from and against all claims and demands of any and all third persons whatsoever, including without limitation thereto the Lessee's employees, officers, agents and representatives, for personal injuries (including death) or property damage, which may arise from the condition of the premises or any part thereof or from failure of the Lessee to notify the Port Authority of conditions requiring repair or replacement, or from failure of the Lessee to make timely corrections of dangerous or potentially dangerous conditions in or on the premises. The Lessee hereby releases and discharges the Port Authori its Commissioners, officers, agents and employees, from all liability for damage to the Lessee, consequential or otherwise, in connection with any provision of this Special Endorsement concerning repair or replacement of any portion of the premises, including without limitation thereto any failure on the part of the Port Authority for any reason whatsoever to make any repair or replacement, and including without limitation thereto any act or omission of the Port Authority, its officers, agents and employees, connected with the performance of such repairs or replacements.

For the Port Authority

Initialled:

For the Lessee

SPECIAL ENDORSEMENTS

2. (a) From and after the commencement date of the letting of the portion of the premises shown in diagonal stipple on Exhibit A the Lessee shall pay a basic rental for said portion of the premises at the annual rate of Eighty-five Thousand Nine Hundred Twenty-two Dollars and No Cents ($85,922.00) payable in advance in equal monthly installments of Seven Thousand One Hundred Sixty Dollars and Seventeen Cents ($7,160.17) each, on the commencement date of the letting and on the first day of each calendar month thereafter throughout the term of the letting thereof.

(b) From and after the commencement date of the letting of the portion of the premises shown in horizontal stipple on Exhibit A the Lessee shall pay a basic rental for said portion of the premises at the annual rate of One Hundred Fourteen Thousand One Hundred Twenty-seven Dollars and Twenty-five Cents ($114,127.25) payable in advance in equal monthly installments of Nine Thousand Five Hundred Ten Dollars and Sixty Cents ($9,510.60) each, on the commencement date of the letting and on the first day of each calendar month thereafter throughout the term of the letting thereof.

(c) From and after the commencement date of the letting of the portion of the premises shown in vertical stipple on Exhibit A the Lessee shall pay a basic rental for said portion of the premises at the annual rate of Eighty-seven Thousand One Hundred Twenty Dollars and No Cents ($87,120.00) payable in advance in equal monthly installments of Seven Thousand Two Hundred Sixty Dollars and No Cents ($7,260.00) each, on the commencement date of the letting and on the first day of each calendar month thereafter throughout the term of the letting thereof.

(d) From and after the commencement date of the letting of the portion of the premises shown in plain stipple on Exhibit A the Lessee shall pay a basic rental for said portion of the premises at the annual rate of Forty-three Thousand Eight Hundred Eighty-six Dollars and Seventy-five Cents ($43,886.75) payable in advance in equal monthly installments of Three Thousand Six Hundred Fifty-seven Dollars and Twenty-four Cents ($3,657.24) each, on the commencement date of the letting and on the first day of each calendar month thereafter throughout the term of the letting thereof.

For the Port Authority

Initialled:

For the Lessee

SPECIAL ENDORSEMENTS

(e) From and after the commencement date of the letting of the portion of the premises shown on Exhibit A-4 the Lessee shall pay a basic rental for said portion of the premises at the annual rate of One Hundred Ninety-two Thousand Eight Hundred Seven Dollars and Fifty Cents ($192,807.50) payable in advance in equal monthly installments of Sixteen Thousand Sixty-seven Dollars and Twenty-nine Cents ($16,067.29) each, on the commencement date of the letting and on the first day of each calendar month thereafter throughout the term of the letting thereof.

(f) From and after the commencement date of the letting of the portion of the premises shown on Exhibit A-5 the Lessee shall pay a basic rental for said portion of the premises at the annual rate of Fifty-nine Thousand Six Hundred Twenty-five Dollars and No Cents ($59,625.00) payable in advance in equal monthly installments of Four Thousand Nine Hundred Sixty-eight Dollars and Seventy-five Cents ($4,968.75) each, on the commencement date of the letting and on the first day of each calendar month thereafter throughout the term of the letting thereof.

(g) From and after the commencement date of the lettin of the portion of the premises shown on Exhibit A-6 the Lessee shall pay a basic rental for said portion of the premises at the annual rate of Seventy Thousand Two Hundred Forty Dollars and Fifty Cents ($70,240.50) payable in advance in equal monthly installments of Five Thousand Eight Hundred Fifty-three Dollars and Thirty-eight Cents ($5,853.38) each, on the commencement date of the letting and on the first day of each calendar month thereafter throughout the term of the letting thereof.

(h) From and after the commencement date of the letting of the portion of the premises shown on Exhibit A-7 the Lessee shall pay a basic rental for said portion of the premises at the annual rate of Eighty Thousand Eight Hundred Twenty-six Dollars and Forty-eight Cents ($80,826.48) payable in advance in equal monthly installments of Six Thousand Seven Hundred Thirty-five Dollar and Fifty-four Cents ($6,735.54) each, on the commencement date of the letting and on the first day of each calendar month thereafter throughout the term of the letting thereof.

(i) In the event that the area shown in stipple on Exhibits A-1 and A-2 is added to the premises, then the Lessee shall pay a basic rental for said portion of the premises at the annual rate of One Hundred Twenty-eight Thousand Nine Hundred Thirty-seven Dollars and Fifty Cents ($128,937.50) payable in advance in equal monthly installments of Ten Thousand Seven Hundred Forty-four Dollars and Seventy-nine Cents ($10,744.79) each, on the commencement date of the letting and on the first day of each calendar month thereafter throughout the term of the letting thereof.

For the Port Authority

Initialled:

For the Lessee

SPECIAL ENDORSEMENTS

(j) In the event that the area shown in stipple on Exhibit A-2 is added to the premises, then the Lessee shall pay a basic rental for said portion of the premises at the annual rate of Seventy-four Thousand Four Hundred Eighty-seven Dollars and Fifty Cents ($74,487.50) payable in advance in equal monthly installments of Six Thousand Two Hundred Seven Dollars and Twenty-nine Cents ($6,207.29) each, on the commencement date of the letting and on the first day of each calendar month thereafter throughout the term of the letting thereof.

(k) In the event that the area shown in stipple on Exhibit A-3 is added to the premises, then the Lessee shall pay a basic rental for said portion of the premises at the annual rate of One Hundred Seven Thousand Four Hundred Eight Dollars and No Cents ($107,408.00) payable in advance in equal monthly installments of Eight Thousand Nine Hundred Fifty Dollars and Sixty-seven Cents ($8,950.67) each, on the commencement date of the letting and on the first day of each calendar month thereafter throughout the term of the letting thereof.

(l) Upon completion of the work, the Port Authority will deliver drawings showing actual dimensions, and the above rental rates shall be adjusted as required, using the square foot rate set forth in Standard Endorsement No. L27.4.

3. (a) Anything in this Agreement to the contrary notwithstanding, the letting under this Agreement of the portion of the premises shown on Exhibit A-4, unless sooner terminated, shall expire, without further or separate notice from or to either the Port Authority or the Lessee at 11:59 o'clock P.M. on the day immediately preceding the commencement of the letting of (i) the portion of the premises shown in horizontal stipple on Exhibit A or (ii) the portion of the premises shown in diagonal stipple on Exhibit A, whichever is later.

(b) Anything in this Agreement to the contrary notwithstanding, the letting of the portions of the premises shown on Exhibit A-5 and Exhibit A-6, unless sooner terminated, shall expire, without further or separate notice from or to either the Port Authority or the Lessee, at 11:59 o'clock P.M. on the first day the letting shall have commenced with respect to all portions of the premises shown on Exhibit A. With respect to the portion of the premises shown on Exhibit A-6 only, the Lessee shall have the right exercisable by notice to the Port Authority to terminate the letting of said portion of the premises upon fifteen (15) days prior written notice to the Port Authority effective as of the day immediately preceding the commencement date of the letting of the portion of the premises shown in vertical stipple on Exhibit A, provided, that, the termination shall not be effective if the

Initialled: For the Port Authority

For the Lessee

SPECIAL ENDORSEMENTS

Lessee is in default in the performance or observance of any of the terms, covenants or conditions of this Agreement or under any notice of termination from the Port Authority either on the day of the giving of the notice or on the intended effective date thereof. Such termination shall not relieve the Lessee of any liabilities or obligations which have accrued on or prior to the intended effective date of termination or which shall mature on such date.

4. Without altering or amending the provisions of Section 1 of the Terms and Conditions of this Agreement, the Port Authority agrees that the Lessee will have appropriate temporary means of access to the premises through the Facility as shown on Schedule C.

5. Hereto attached, hereby made a part hereof and marked "Exhibit A-1", "Exhibit A-2" and "Exhibit A-3" respectively, are space plans showing in stipple open area at the Facility. In the event that the Port Authority shall determine to offer to let (i) the open area shown in stipple on Exhibit A-1 and Exhibit A-2 or (ii) the open area shown in stipple on Exhibit A-2 or (iii) the open area shown in stipple on Exhibit A-3, the Port Authority agrees to offer to let the said area or areas first to the Lessee by notice received by the Lessee no later than August 31, 1977; provided, that at the time the Lessee is not in default in the performance or observance of any of the terms, covenants or conditions of this Agreement. The Lessee shall have the right to accept the said offer or offers by notice to the Port Authority provided such notice is given to the Port Authority within thirty (30) days' of the Lessee's receipt of this offer. Failure of the Lessee to give notice within the permitted time shall have the effect of rejection of the offer. In the event that the Lessee accepts the said offer, the said area or areas shall become part of the premises let under all the terms, provisions, covenants and conditions of this Agreement from a date to be notified to the Lessee by the Port Authority or January 1, 1978, whichever is later.

For the Port Authority

Initialled:

For the Lessee

SPECIAL ENDORSEMENTS

6. (a) The Lessee shall have a single right to terminate the letting under this Agreement with respect only to the entire premises, effective as of 11:59 o'clock P.M. on the day preceding the fifth anniversary of the commencement date of the letting of the first portion of the premises let hereunder, upon one hundred eighty (180) days' prior notice to the Port Authority; provided, that, the termination shall not be effective if the Lessee is in default in the performance or observance of any of the terms, covenants or conditions of this Agreement or under notice of termination from the Port Authority either on the day of giving of the notice or on the intended effective date thereof. Such termination shall not relieve the Lessee of any liabilities or obligations which shall have accrued on or prior to the effective date of termination or which shall mature on such date. In the event of termination pursuant to this paragraph, this Agreement and the letting hereunder shall cease and expire as if the effective date of termination stated in the notice were the date originally stated herein for the expiration of the letting under this Agreement. In the event that the Lessee fails to exercise the above-described right to terminate in accordance with the provisions of this paragraph, this paragraph shall be deemed null and void and of no further force and effect.

(b) The Lessee shall have the right to terminate the letting of the entire portion of the premises only shown on Exhibit A-7 effective at any time upon ninety (90) days' prior notice to the Port Authority provided, that, the termination shall not be effective if the Lessee is in default in the performance or observance of any of the terms, covenants or conditions of this Agreement or under notice of termination from the Port Authority either on the day of giving of the notice or on the intended effective date thereof. Such termination shall not relieve the Lessee of any liabilities or obligations with respect to the said portion of the premises which shall have accrued on or prior to the effective date of termination of which shall mature on such date.

(c) In the event that the areas shown on Exhibits A-1, A-2 and A-3, or any of them, become part of the premises then in such event the Lessee shall have a right to terminate the letting of (i) the portion of the

For the Port Authority

Initialled:

For the Lessee

premises shown on Exhibit A-1 and/or (ii) the portion of the premises shown on Exhibit A-3 and/or (iii) the portions of the premises shown on Exhibit A-1 and Exhibit A-2, the said termination in each case to be effective as of 11:59 o'clock P.M. on the day preceding the next anniversary of the commencement date of the letting of the said portion or portions of the premises, upon one hundred eighty (180) days' prior notice to the Port Authority provided, that, the termination shall not be effective if the Lessee is in default in the performance or observance of any of the terms, covenants or conditions of this Agreement or under notice of termination from the Port Authority either on the day of giving of the notice or on the intended effective date thereof. Such termination shall not relieve the Lessee of any liabilities or obligations which shall have accrued on or prior to the effective date of termination or which shall mature on such date. In the event that the Lessee fails to exercise any of the above-described rights to terminate in accordance with the provisions of this paragraph, then any of said rights not so exercised shall be deemed null and void and of no further force and effect. In no event shall the Lessee have the right to terminate separately the letting as to the area shown on Exhibit A-1.

7. The number of pounds avoirdupois contemplated in paragraph (h) of Section 4 of the Terms and Conditions of this Agreement shall be two hundred fifty (250).

8. With respect to each portion of the premises, if prior to the commencement date of the letting stated in Standard Endorsement No. L32.4 to this Agreement for said portion of the premsies, the Port Authority shall have completed construction being performed by it on the said portion of the premises, then the Port Authority shall have the right by ten (10) days' notice from the Marine Terminals Construction Engineer to the Lessee, to advance the commencement date of the letting, and the letting shall commence for all purposes on the date stated in such notice, and the Lessee shall pay the basic rental set forth in this Agreement for said portion of the premises, from such date.

For the Port Authority

Initialled:

For the Lessee

SPECIAL ENDORSEMENTS

9. The Lessee has selected the sites shown on Exhibit C on which to construct the buildings contemplated in paragraph (b) of Standard Endorsement No. L 15.1 to this Agreement. The Port Authority agrees to make the sites selected by the Lessee available for commencement of work by the Lessee on December 31, 1976, notwithstanding Standard Endorsement No. L 32.4, except for delay by reason of causes or conditions beyond the control of the Port Authority including without limitation thereto strikes, boycotts, and other labor troubles, acts of God, or shortages of materials.

10. The Lessee, upon the expiration of the letting of the portions of the premises shown on "Exhibit A-4", "Exhibit A-5" and "Exhibit A-6" shall be entitled to remain in each said portion of the premises for a period of thirty (30) days after expiration, without payment of additional basic rental, using the said portions solely for the purpose of effecting the removal of its operations from said portions of the premises.

11. The Lessee, upon expiration of the letting or upon termination by the Lessee in accordance with Special Endorsement 6(a) hereof, shall have the option, exercisable by notice, delivered to the Port Authority on or before a date sixty (60) days prior to the said expiration or termination, to remove the following:

1. Dewaxing Equipment
2. Rinse Equipment
3. Boiler Equipment
4. Blower
5. Above ground Storage and Clearifier Equipment
6. Conveyor
7. Air Compressor
8. Overhead Hoist
9. Dynamometer Equipment

the removal to be completed by the date of expiration or earlier termination of the letting. The Lessee shall restore the area created by such removal to the condition and appearance existing at the time of the commencement of the letting of said area under this Agreement.

12. In the event that the Port Authority or the Lessee exercises its rights of termination provided for in paragraph (b) of Standard Endorsement No. L 32.4 with respect to a portion of the premises, such termination shall only be effective as to such portion and in no event shall such termination affect the letting of any portion of the premises for which the letting shall have commenced prior to the effective date of such termination.

For the Port Authority

Initialled:

For the Lessee

SPECIAL ENDORSEMENTS

13. By agreement of lease dated as of April 6, 1975, Port Authority Lease No. L-NS-886 (said agreement of lease as supplemented and amended, being hereinafter called "the April Lease") the Port Authority leased to the Lessee certain premises at the Facility, including a building shown in crosshatching on Exhibit A-2 attached to the April Lease in which the Lessee has performed or may hereinafter perform certain capital improvement work (hereinafter called "the improvement work") with the permission of the Port Authority, as set forth in Schedule W attached hereto and hereby made a part hereof. The building has been made a part of the premises under this Agreement and is shown in diagonal crosshatching on Exhibit A-7. In the event only that the Lessee completes the work described in paragraph (b) of Standard Endorsement No. L15.1 hereto and terminates the letting of the portion of the premises shown on Exhibit A-7 pursuant to paragraph (b) of Special Endorsement 6 hereof, the Port Authority will reimburse the Lessee for the improvement work in an amount equal to fifty percent (50%) of the reasonable costs of the improvement work, as reasonable costs are herein defined, up to a maximum reimbursement of $100,000.00. "Reasonable costs" shall mean and include only actual payments to contractors and suppliers for work performed in connection with the improvement work and shall not include any wages or salaries paid to employees of the Lessee or any factor for overhead, financing, engineering or other administrative costs whether or not allocated to the improvement work in the Lessee's own accounting, nor any payments whatsoever to firms or corporations owned wholly or partially by, or wholly or partially in common ownership with, the Lessee, nor any payments for machinery or other equipment of any kind. The Lessee shall certify the reasonable costs to the Port Authority on or before the completion of the work described in paragraph (b) of Standard Endorsement No. L15.1 and the Port Authority shall have the right to require statements of contractors and suppliers, support of the certificate by sworn statements of responsible officers of the Lessee, inspection of the records and books of account of the Lessee relating to the improvement work and such other evidence as it may deem necessary. Reimbursement to the Lessee after approval by the Port Authority of the certified costs, subject to the

For the Port Authority

Initialled:

For the Lessee

conditions hereinabove set forth, shall be made (i) within twenty days after the Lessee has completed the work described in paragraph (b) of Standard Endorsement No. L15.1 or (ii) the effective date of termination of the letting of the portion of the premises shown on Exhibit A-7 pursuant to paragraph (b) of Special Endorsement No. 6, whichever is later, and shall be in the amount of the reasonable costs so certified and approved multiplied by a fraction the numerator of which shall be the number of whole calendar months between April 1, 1976 and the termination of the letting of the premises shown on Exhibit A-7 subtracted from one hundred twenty (120), and the denominator of which shall be one hundred twenty (120).

14. The Lessee has informed the Port Authority that a corporation organized and existing under the laws of the State of Delaware, the name of which is IMPORT PROCESSORS, INC., having an address at 3400 Columbia Pike, Arlington, Virginia 22204, whose local representative is Mr. Norman Thompson, having an address at Building 303, Dolphin Street, Port Newark, New Jersey 07114, has been designated by the Lessee as operator of various functions of the Lessee to be carried out on the premises, under a contract between the Lessee and the designated corporation. The said Import Processors, Inc., its officers and employees shall be permitted to enter upon any portion of the premises for which the letting has commenced, and to conduct thereon such operations as may be authorized under the provisions of this Agreement to be conducted by the Lessee on the premises and as are in accordance with any existing contract between the said Import Processors, Inc. and the Port Authority, but only so long as the Lessee shall desire the continuance of such activity, and only so long as the said Import Processors, Inc. conforms to all legal requirements and is fully licensed to operate. The Lessee shall fully and completely indemnify the Port Authority its Commissioners, officers, agents, employees, contractors, subcontractors and their employees against any and all claims and demands, including claims and demands of third persons, including without limitation thereto claims and demands of officers, employees, customers, contractors and business visitors of Import Processors, Inc., arising out of

For the Port Authority

Initialled:

For the Lessee

SPECIAL ENDORSEMENTS

any activities or operations of the said Import Processors, Inc. on the premises or elsewhere at the Facility, and the Lessee shall be fully liable and responsible to the Port Authority at all times for all acts and all omissions of Import Processors, Inc., its officers, employees, agents, contractors, subcontractors, and business visitors on the premises or elsewhere at the Facility, as if Import Processors, Inc. and Toyota Motor Sales, U.S.A., Inc. were one and the same.

15. The Port Authority presently intends that the property which will be a public berth known as Berth 25 will continue in this status through the term of the letting under this Agreement.

16. The clause: "and to execute on the Lessee's behalf any amendments or supplements to this Agreement or any extension thereof" shall be deemed to have been deleted from paragraph (d) of Section 25 of the Terms and Conditions of this Agreement prior to the execution thereof.

For the Port Authority

Initialled:

For the Lessee

SCHEDULE W

I. Completed Work

1) installation of an automobile wash rack.

2) installation of water and sanitary lines connecting the two office trailers.

3) installation of approximately eleven thousand (11,000) square feet of paving to the west of the building.

II. Work not yet completed

1) installation of no more than sixteen (16) exhaust fans and a heating system capable of heating the inside of the building to a temperature of 55° Farenheit when the temperature is 10° Farenheit immediately outside the building, all such work to be done strictly in accordance with the provisions of this Agreement, including without limitation Standard Endorsement No. L15.1.

2) within the spray painting room annex only, epoxy coating of the walls and columns and installation of two exhaust fans, a heating system, explosion-proof lighting, a drop ceiling (including appropriate dropping of sprinklers in connection therewith), all such work to be done strictly in accordance with the provisions of this Agreement, including without limitation Standard Endorsement No. L15.1

MLPF-10672 Ach., N.J.

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

On this 15th day of December, 1976, before me, the subscriber, a notary public of New York, personally appeared Anthony J. Torzoli, the Director of Marine Terminals of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Eleanore B. Murphy
(notarial seal and stamp)
ELEANORE B. MURPHY
Notary Public, State of New York
No. 31-4622937
Qualified in New York County
Commission Expires March 30, 1978

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 15TH day of OCTOBER, 1976, before me, the subscriber, a notary public of California, personally appeared I. Makino L.S. the President of Toyota Motor Sales, U.S.A., Inc., who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

OFFICIAL SEAL
JACQUELYN PERA
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JAN 27, 1979

Jacquelyn Pera
(notarial seal and stamp)

~~STATE OF~~ }
COUNTY OF } ss.

Be it remembered that on this day of , 197 , before me, the subscriber, a notary public of , personally appeared who I am satisfied is the person named in and who executed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

(notarial seal and stamp)

Lease No. L-NS-900
Supplement No. 1

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of December 13, 1976, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, hereinafter called "the Port Authority" and TOYOTA MOTOR SALES, U.S.A., INC., hereinafter called "the Lessee",

WITNESSETH, That:

WHEREAS, heretofore and as of September 18, 1976, the Port Authority and the Lessee entered into an agreement of lease covering premises at Port Newark, in the City of Newark, in the County of Essex and State of New Jersey, and hereinafter, as the said agreement of lease may have been heretofore amended, modified and supplemented called "the Lease"; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. The date: "December 31, 1976" appearing in Special Endorsement No. 9 to the Lease shall be deemed to have been deleted, and the date: "February 15, 1977" shall be deemed to have been substituted therefor.

2. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

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

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

5. This Supplemental Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By Anthony J. Tozzoli

(Title)

(Seal)

ATTEST:

TOYOTA MOTOR SALES, U.S.A., INC.

By

(Title) VICE PRESIDENT

(Corporate Seal)

APPROVED:

FORM

TERMS

PCL 10600.1 (Ack., Corp., N.J.)

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

On this 17th day of January, 1977, before me, the subscriber, a notary public of New York, personally appeared Anthony J. Tozzoli the Director of Marine Terminals of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Eleanore B. Murphy
(notarial seal and stamp)
ELEANORE B. MURPHY
Notary Public, State of New York
No. 31-4622837
Qualified in New York County
Commission Expires March 30, 1978

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 23RD day of December, 1976, before me, the subscriber, a notary public of California personally appeared Yale L. Gieszl the Vice President of Toyota Motor Sales, U.S.A., Inc., who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

L.S.

OFFICIAL SEAL
JACQUELYN PERA
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JAN 27, 1979

Jacquelyn Pera
(notarial seal and stamp)

(EX. 4)

Lease No. L-NS-900
Supplement No. 2

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of December 27, 1976, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, hereinafter called "the Port Authority", and TOYOTA MOTOR SALES, U.S.A., INC., hereinafter called "the Lessee",

WITNESSETH, That:

WHEREAS, heretofore and as of September 18, 1976, the Port Authority and the Lessee entered into an agreement of lease covering premises at Port Newark, in the City of Newark, in the County of Essex and State of New Jersey, and hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease"; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. In addition to the premises heretofore let to the Lessee under the Lease, the letting under which shall continue in full force and effect, subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as amended by this Supplemental Agreement, the Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, at Port Newark aforesaid, the open area shown in stipple on a sketch hereto attached, hereby made a part hereof and marked "Exhibit A-8", together with the buildings, structures, fixtures, improvements and other property, if any, of the Port Authority located or to be located therein or thereon, the said open area, buildings, structures, fixtures, improvements and other property to become a part of the premises under the Lease, let to the Lessee subject to and in accordance with all the terms,

sup 2-LNS-900

provisions, covenants and conditions of the Lease as amended by this Supplemental Agreement, at 12:01 o'clock A.M., on December 29, 1976 and the letting thereof to expire, unless sooner terminated in accordance with the provisions of the Lease as amended by this Supplemental Agreement, or otherwise, at 11:59 o'clock P.M. on December 31, 1976, and to continue from month to month thereafter as a periodical tenancy, provided; however, that the Port Authority shall have the right to terminate the letting of the premises shown on Exhibit A-8 at any time without cause by thirty (30) days' notice to the Lessee; and provided further, that the letting of the portion of the premises shown on Exhibit A-8, unless sooner terminated, in accordance with the provisions of the Lease as amended by this Supplemental Agreement, or otherwise, shall expire, without other, separate or further notice from or to either the Port Authority or the Lessee, at 11:59 o'clock P.M. on February 28, 1977.

2. In addition to all other payments to be made by the Lessee to the Port Authority under the Lease as amended by this Supplemental Agreement, whether on account of basic rental or on other accounts, the Lessee shall pay the Port Authority a basic rental for the portion of the premises shown on Exhibit A-8 at the monthly rate of Eight Thousand Three Hundred Fourteen Dollars and Eighty-three Cents ($8,314.83) payable in that amount in full in advance on January 1, 1977 and on the first day of each and every calendar month thereafter during the continuance under the Lease of the letting of the portion of the premises shown on Exhibit A-8, and payable in the amount of Eight Hundred Four Dollars and Sixty-six Cents ($804.66) on December 29, 1976.

3. The provisions of Standard Endorsement No. L27.5, attached hereto and hereby made a part hereof, shall apply to the portion of the premises shown on Exhibit A-8.

4. With respect to the portion of the premises shown on Exhibit A-8, the Lessee recognizes that there is no fence along the westerly side of the perimeter of the premises and the Lessee further recognizes that the Port Authority has no present intention of erecting such a fence or other structure during the term of the letting hereunder. Without altering or limiting any other provision of the Lease, the Lessee shall indemnify and hold the Port Authority harmless from all claims, awards, damages and costs including counsel fees and all other expenses of any kind whatsoever growing out of any accident or injury to any person or persons and damage to property occasioned wholly or in part by any acts or omissions on the part of the Lessee, its agents, servants, employees, invitees, licensees and permittees occurring off the premises in the open area immediately adjoining the premises shown on Exhibit A-8, or elsewhere at the Facility.

5. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

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

Initial

*rendered to the lessee

7. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

8. This Supplemental Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Director of Marine Terminals

(Seal)

ATTEST:

TOYOTA MOTOR SALES, U.S.A., INC.

By

(Title) Vice President

(Corporate Seal)

APPROVED:

FORM TERMS

(a) If at any time the Lessee shall become entitled to an abatement of basic rental under the provisions of this Agreement or otherwise, such abatement shall be computed as follows:

(1) For each square foot of usable open area the use of which is denied to the Lessee, at the monthly rate of $ 0.0233

(2) For each square foot of usable covered area the use of which is denied to the Lessee, at the monthly rate of $ no abatement

(b) If no rates are filled in above then the abatement of basic rental shall be made on an equitable basis, giving effect to the amount and character of the area the use of which is denied the Lessee, as compared with the entire area of such character included in the premises.

(c) If an exemption amount is fixed in this Agreement, it shall be reduced in the same proportion as the total basic rental is abated.

(d) For the purposes of this Endorsement, the number of square feet of covered area shall be computed as follows: by measuring from the inside surface of outer building walls to the surface of the public area side, or of the non-exclusive area side, as the case may require, of all partitions separating the area measured from adjoining areas designated for the use of the public or for use by the Lessee in common with others, and to the center of partitions separating the area measured from adjoining area exclusively used by others; no deduction will be made for columns, partitions, pilasters or projections necessary to the building and contained within the area measured. Permanent partitions enclosing elevator shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues, stacks and any vertical shafts have the same relation to the area measured as do outer building walls.

(e) In the event that during the term of the letting under this Agreement the Lessee shall be partially evicted (actually or constructively) and shall remain in possession of the premises or the balance thereof, the Lessee agrees that notwithstanding it might have the right to suspend payment of the rent in the absence of this provision, it will pay at the times and in the manner herein provided, the full basic rental less only an abatement thereof computed in accordance with the above.

Standard Endorsement No. L27.5

Abatement

All Marine Terminals

8/29/69

PCL 10600.1 (Ack., Corp., N.J.)

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

On this 10th day of March, 1977, before me, the subscriber, a notary public of New York, personally appeared Anthony J. Tozzoli the Director of Marine Terminals of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Eleanore B. Murphy
(notarial seal and stamp)

ELEANORE B. MURPHY
Notary Public, State of New York
No. 31-4622837
Qualified in New York County
Commission Expires March 30, 1978

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 9th day of ~~January~~ February, 1977, before me, the subscriber, a notary public of California personally appeared Yoke L. Giesz the Vice President of Toyota Motor Sales, U.S.A., Inc., who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

Karen L. Hamilton
(notarial seal and stamp)

L.S.

OFFICIAL SEAL
KAREN L. HAMILTON
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires OCT 26, 1980

(EX. 4)

Lease No. 1-28-908
Supplement No. 3

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of February 10, 1977, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, hereinafter called "the Port Authority" and TOYOTA MOTOR SALES, U.S.A., INC., hereinafter called "the Lessee",

WITNESSETH, That:

WHEREAS, heretofore and as of September 18, 1976, the Port Authority and the Lessee entered into an agreement of lease covering premises at Port Newark, in the City of Newark, in the County of Essex and State of New Jersey, and hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease"; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease;

1. The date: "February 28, 1977" appearing at the close of Section 1 of Supplement No. 2 to the Lease shall be deemed to have been deleted, and the date: "December 31, 1977" shall be deemed to have been substituted therefor.

2. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

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

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

5. This Supplemental Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST: C. Zoffaras

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By Anthony J. Tozzoli

(Title) Director, Marine Terminals

(Seal)

ATTEST: H. Hoffe

TOYOTA MOTOR SALES, U.S.A., INC.

By J. Siegel

(Title)

(Corporate Seal)

PCL 10600.1 (Ack., Corp., N.J.)

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

On this 22 day of June, 197[illegible], before me, the subscriber, a notary public of New York, personally appeared [redacted] the [redacted] of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

E. Murphy
(notarial seal and stamp)

STATE OF [redacted]
COUNTY OF [redacted] } ss.

On this 19 day of May, 197[illegible], before me, the subscriber, a notary public of [redacted], personally appeared Y. Giesz, the President of [redacted] who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

P. J. McGill
(notarial seal and stamp)

(EX. 4)

Lease No. L-NS-900
Supplement No. 5

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of February 14, 1977, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, hereinafter called "the Port Authority" and TOYOTA MOTOR SALES, U.S.A., INC., hereinafter called "the Lessee",

WITNESSETH, That:

WHEREAS, heretofore and as of September 18, 1976, the Port Authority and the Lessee entered into an agreement of lease covering premises at Port Newark, in the City of Newark, in the County of Essex and State of New Jersey, and hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease"; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. The date: "December 31, 1976" appearing in Special Endorsement No. 9 to the Lease, heretofore changed to read: "February 15, 1977", shall be deemed to have been deleted, and the date: "May 1, 1977" shall be deemed to have been substituted therefor.

2. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

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

0-05-LNS-900 JRP

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

5. This Supplemental Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title)

(Seal)

ATTEST:

TOYOTA MOTOR SALES, U.S.A., INC.

By

(Title) Vice President

(Corporate Seal)

APPROVED:

FORM

TERMS

PCL 10600.1 (Ack., Corp., N.J.)

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

On this 22 day of June, 1977, before me, the subscriber, a notary public of New York, personally appeared Anthony J. Tozzoli the Director of Marine Terminals of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Eleanore B. Murphy
(notarial seal and stamp)

ELEANORE B. MURPHY
Notary Public, State of New York
No. 31-4622837
Qualified in New York County
Commission Expires March 30, 1978

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 12th day of MAY, 1977, before me, the subscriber, a notary public of California personally appeared Yale L. Giesz the Vice President of Toyota Motor Sales, U.S.A., Inc., who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

L.S.

OFFICIAL SEAL
JACQUELYN PERA
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JAN 27, 1979

Jacquelyn Pera
(notarial seal and stamp)

(EX. 4)

Lease No. L-NS-900
Supplement No. 6

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of April 28, 1977, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, hereinafter called "the Port Authority", and TOYOTA MOTOR SALES, U.S.A., INC., hereinafter called "the Lessee",

WITNESSETH, That:

WHEREAS, heretofore and as of September 18, 1976, the Port Authority and the Lessee entered into an agreement of lease covering premises at Port Newark, in the City of Newark, in the County of Essex and State of New Jersey, and hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease"; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. In addition to the premises heretofore let to the Lessee under the Lease, the letting under which shall continue in full force and effect, subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as amended by this Supplemental Agreement, the Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, at Port Newark aforesaid, the open area shown in stipple on the sketch hereto attached, hereby made a part hereof and marked "Exhibit A-9", together with the buildings, structures, fixtures, improvements and other property, if any, of the Port Authority located or to be located therein or thereon, the said open area, buildings, structures, fixtures, improvements and other property to become a part of the premises under the Lease, let to the Lessee subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as amended by this Supplemental Agreement, for a period commencing at 12:01 o'clock A.M., on May 16, 1977, expiring, unless sooner terminated in accordance with the provisions of the Lease as amended by this Supplemental Agreement, or otherwise, at 11:59 o'clock P.M. on May 31, 1977, and continuing from month to month thereafter as a periodical tenancy,

WSS-LNS-900

provided, however, that the Port Authority shall have the right to terminate the letting of the premises shown on Exhibit A-9 at any time without cause by thirty (30) days' notice to the Lessee; and provided further, that the Letting of the portion of the premises shown on Exhibit A-9, unless sooner terminated, in accordance with the provisions of the Lease as amended by this Supplemental Agreement, or otherwise, shall expire, without other, separate or further notice from or to either the Port Authority or the Lessee, at 11:59 o'clock P.M. on December 31, 1977.

2. In addition to all other payments to be made by the Lessee to the Port Authority under the Lease as amended by this Supplemental Agreement, whether on account of basic rental or on other accounts, the Lessee shall pay the Port Authority a basic rental for the portion of the premises shown on Exhibit A-9 at the monthly rate of Nine Thousand Seven Hundred Sixty-five Dollars and Fifty-eight Cents ($9,765.58) payable in that amount in full in advance on June 1, 1977 and on the first day of each and every calendar month thereafter during the continuance under the Lease of the letting of the portion of the premises shown on Exhibit A-9, and in the amount of Five Thousand Forty Dollars and Twenty-nine Cents ($5,040.29) payable on May 16, 1977.

3. The provisions of Standard Endorsement L27.5 attached hereto and hereby made a part hereof, shall apply to the portion of the premises shown on Exhibit A-9.

4. Notwithstanding any term or provision of the Lease, letting of the portion of the premises shown on Exhibit A-8 shall expire at 11:59 o'clock P.M. on May 15, 1977.

5. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

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

* rendered to the lessee

7. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

8. This Supplemental Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title)

(Seal)

ATTEST:

TOYOTA MOTOR SALES, U.S.A., INC.

By

(Title) Vice President

(Corporate Seal)

APPROVED:

FORM

TERMS

(a) If at any time the Lessee shall become entitled to an abatement of basic rental under the provisions of this Agreement or otherwise, such abatement shall be computed as follows:

(1) For each square foot of usable open area the use of which is denied to the Lessee, at the monthly rate of $ 0.0233 .

(2) For each square foot of usable covered area the use of which is denied to the Lessee, at the monthly rate of $ no abatement

(b) If no rates are filled in above then the abatement of basic rental shall be made on an equitable basis, giving effect to the amount and character of the area the use of which is denied the Lessee, as compared with the entire area of such character included in the premises.

(c) If an exemption amount is fixed in this Agreement, it shall be reduced in the same proportion as the total basic rental is abated.

(d) For the purposes of this Endorsement, the number of square feet of covered area shall be computed as follows: by measuring from the inside surface of outer building walls to the surface of the public area side, or of the non-exclusive area side, as the case may require, of all partitions separating the area measured from adjoining areas designated for the use of the public or for use by the Lessee in common with others, and to the center of partitions separating the area measured from adjoining area exclusively used by others; no deduction will be made for columns, partitions, pilasters or projections necessary to the building and contained within the area measured. Permanent partitions enclosing elevator shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues, stacks and any vertical shafts have the same relation to the area measured as do outer building walls.

(e) In the event that during the term of the letting under this Agreement the Lessee shall be partially evicted (actually or constructively) and shall remain in possession of the premises or the balance thereof, the Lessee agrees that notwithstanding it might have the right to suspend payment of the rent in the absence of this provision, it will pay at the times and in the manner herein provided, the full basic rental less only an abatement thereof computed in accordance with the above.

Standard Endorsement No. L27.5

Abatement

All Marine Terminals

8/29/69

PCL 10600.1 (Ack., Corp., N.J.)

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

On this 22 day of June, 1977, before me, the subscriber, a notary public of New York, personally appeared Anthony J. Tozzoli the Director of Marine Terminals of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Eleanore B. Murphy
(notarial seal and stamp)

ELEANORE B. MURPHY
Notary Public, State of New York
No. 31-4622837
Qualified in New York County
Commission Expires March 30, 1978

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 19th day of MAY, 1977, before me, the subscriber, a notary public of California personally appeared YALE GIESZL the Vice-President of Toyota Motor Sales, U.S.A., Inc., who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

OFFICIAL SEAL
PATRICK J. McGILL
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires DEC 5, 1980

Patrick J. McGill L.S.
(notarial seal and stamp)

(EX. 4)

Lease No. L-NS-900
Supplement No. 7

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of May 20, 1977, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, hereinafter called "the Port Authority" and TOYOTA MOTOR SALES, U.S.A., INC., hereinafter called "the Lessee",

WITNESSETH, That:

WHEREAS, heretofore and as of September 18, 1976, the Port Authority and the Lessee entered into an agreement of lease covering premises at Port Newark, in the City of Newark, in the County of Essex and State of New Jersey, and hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease"; and

WHEREAS, in order to improve traffic flow to and in the vicinity of the premises under the Lease, the Port Authority and the Lessee desire to discontinue the letting as to a small portion of the area of the premises shown on Exhibit A-6 as heretofore attached to the Lease; and

WHEREAS, the Port Authority and the Lessee therefore desire further to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, at Port Newark aforesaid, the open area shown in stipple on a sketch hereto attached, hereby made a part hereof, and marked "Exhibit A-6", the said Exhibit A-6 being distinguished from an earlier Exhibit so labeled which earlier Exhibit carried the date August 10, 1976, the present Exhibit A-6 carrying the date May 23, 1977. The area shown on Exhibit A-6 (5/23/77) and the structures, fixtures, improvements and other property, if any, of the Port Authority located or to be located or constructed thereon shall become and thereafter be part

sup 7-LNS-900

of the premises under the Lease, as of 12:01 o'clock A.M. on May 23, 1977, subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as amended by this Supplemental Agreement. In the event there is any area shown as a portion of the premises on Exhibit A-6 (8/10/76) not shown as a portion of the premises on Exhibit A-6 (5/23/77) the Lessee shall be deemed to have surrendered the letting as to the said portion of such premises as of 11:59 o'clock P.M. on May 23, 1977.

2. Notwithstanding the provisions of paragraph (g) of Standard Endorsement No. 2 to the Lease, for the period commencing May 23, 1977, the Lessee shall pay a basic rental for the portion of the premises shown on Exhibit A-6 at the annual rate of Sixty-nine Thousand Four Hundred Forty Dollars and Fifty Cents ($69,440.50) payable in equal monthly installments each in the amount of Five Thousand Seven Hundred Eighty-six Dollars and Seventy-one Cents. ($5,786.71) and payable in that amount in full in advance on June 1, 1977 and on the first day of each and every calendar month thereafter during the continuance of the letting of the portion of the premises shown on Exhibit A-6. Notwithstanding any term or provision of the Lease as amended by this Supplemental Agreement, the basic rental for all premises shown on both forms of Exhibit A-6 for the month of May 1977 shall be the sum of Five Thousand Eight Hundred Thirty-six Dollars and Seventeen Cents ($5,836.17).

3. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

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

Initial

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Director of Marine Terminals

(Seal)

ATTEST:

K. Koike, Assistant Secretary and Treasurer

TOYOTA MOTOR SALES, U.S.A., INC.

By

Yale Gieszl,

(Title) Vice President

(Corporate Seal)

L.S.

APPROVED

FORM

TERMS

PCL 10600.1 (Ack., Corp., N.J.)

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

On this 26 day of Oct., 1977, before me, the subscriber, a notary public of New York, personally appeared Anthony J. Tozzoli the Director of Marine Terminals of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Eleanore B. Murphy
(notarial seal and stamp)

ELEANORE B. MURPHY
Notary Public, State of New York
No. 31-4622837
Qualified in New York County
Commission Expires March 30, 1978

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 7th day of September, 1977, before me, the subscriber, a notary public of California personally appeared Yale L. Giesz the Vice President of Toyota Motor Sales, U.S.A., Inc., who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

OFFICIAL SEAL
JACQUELYN PERA
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JAN 27, 1979

Jacquelyn Pera
(notarial seal and stamp)

(EX. 4)

Lease No. L-NS-900
Supplement No. 8

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of December 20, 1977, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, hereinafter called "the Port Authority" and TOYOTA MOTOR SALES, U.S.A., INC., hereinafter called "the Lessee",

WITNESSETH, That:

WHEREAS, heretofore and as of September 18, 1976, the Port Authority and the Lessee entered into an agreement of lease covering premises at Port Newark, in the City of Newark, in the County of Essex and State of New Jersey, and hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease"; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, at Port Newark aforesaid, the open area shown in stipple on a sketch hereto attached, hereby made a part hereof, and marked "Exhibit A-10", together with the structures, fixtures, improvements and other property, if any, of the Port Authority located or to be located therein or thereon. The area shown on Exhibit A-10 and the structures, fixtures, improvements and other property, if any, of the Port Authority located or to be located or constructed thereon shall become and thereafter be part of the premises under the Lease, as of 12:01 o'clock A.M. on February 1, 1978, let to the Lessee subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as amended by this Supplemental Agreement for a period then commencing, expiring, unless sooner terminated in accordance with the Lease or amended by this Supplemental Agreement or otherwise, at 11:59 o'clock P.M. on February 28, 1978, and continuing from month to month thereafter as a periodical tenancy; provided, however, that the letting as

to the portion of the premises shown on Exhibit A-10 shall expire, unless sooner terminated in accordance with the provisions of the Lease as amended by this Supplemental Agreement or otherwise, at 11:59 o'clock P.M. on October 31, 1978, without other, further or separate notice from or to either the Port Authority or the Lessee.

2. (a) Notwithstanding any term or provision of the Lease, the letting of the portion of the premises shown on Exhibit A-6 shall expire, without notice from or to either the Port Authority or the Lessee, at 11:59 o'clock P.M. on January 31, 1978. The Lessee shall not be required to pay basic rental for the said portion of the premises for the calendar month of January 1978, provided that during the said month the Lessee uses the said portion of the premises solely for the storage of goods belonging to the Lessee delivered to the said portion of the premises prior to January 1, 1978, makes no new delivery to the said portion of the premises and fully clears and vacates the said portion of the premises on or before January 31, 1978.

(b) Notwithstanding any term or provision of the Lease, the letting as to that portion of the premises shown on Exhibit A-5 shall expire, without notice from or to either the Port Authority or the Lessee, at 11:59 o'clock P.M. on April 30, 1978. The Lessee shall not be required to pay basic rental for the said portion of the premises for the calendar month of April, 1978, provided that during the said month the Lessee uses the said portion of the premises solely for the storage of goods belonging to the Lessee delivered to the said portion of the premises prior to April 1, 1978, makes no new delivery to the said portion of the premises and fully clears and vacates the said portion of the premises on or before April 30, 1978.

(c) Notwithstanding any term or provision of the Lease, the letting as to all portions of the premises shown on Exhibit A-7 shall expire at 11:59 o'clock P.M. on May 31, 1978.

3. The letting of the portion of the premises shown on Exhibit A-9 is hereby extended so that it will expire, unless sooner terminated in accordance with the Lease as amended by this Supplemental Agreement, or otherwise, at 11:59 o'clock P.M. on January 31, 1978 and the letting of the said portion of the premises shall continue thereafter as a periodical tenancy from month to month, expiring however, unless sooner terminated in accordance with the Lease as amended by this Supplemental Agreement, or otherwise, at 11:59 o'clock P.M. on October 31, 1978, without other, further or separate notice to or from either the Port Authority or the Lessee.

4. (a) For the period commencing January 1, 1978, the Lessee shall pay a basic rental for the portion of the premises shown on Exhibit A-9 at the monthly rate of Eight Thousand Seven Hundred Nineteen Dollars and Twenty-seven Cents ($8,719.27) payable in that amount in full in advance on January 3, 1978, on February 1, 1978, and on the first day of each and every calendar month thereafter during the continuance of the letting of the portions of the premises shown on Exhibit A-9.

(b) For the period commencing February 1, 1978, the Lessee shall pay a basic rental for the portion of the premises shown on Exhibit A-10 at the monthly rate of Two Thousand Three Hundred Four Dollars and Seventeen Cents ($2,304.17) payable in that amount in full in advance on February 1, 1978 and on the first day of each and every calendar month thereafter during the continuance of the letting of the portion of the premises shown on Exhibit A-10.

(c) Payments to be made under the provisions of this Section 4 shall be in addition to all payments otherwise to be made by the Lessee to the Port Authority under the Lease as amended by this Supplemental Agreement, whether on account of basic rental or on other accounts.

5. The date: "December 31, 1977" appearing in paragraph (h)(2) of Standard Endorsement No. L32.4 to the Lease shall be deemed to have been changed to read: "March 31, 1978".

6. The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority the areas shown on Exhibit A-1 and on Exhibit A-2, together with the fixtures, improvements and other property of the Port Authority, if any, thereon, all as contemplated in Special Endorsement No. 5 to the Lease, and subject to the terms, provisions, covenants and conditions of the Lease as amended by this Supplemental Agreement, except that the said letting shall commence at 12:01 o'clock A.M. on August 1, 1978. With regard to the area shown on Exhibit A-3, the provisions of the said Special Endorsement No. 5 shall continue in full force and effect, except that the date: "August 31, 1977" shall be deemed to have been deleted and replaced with the date: "May 31, 1979".

7. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

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

9. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

10. This Supplemental Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Director of Marine Terminals

(Seal)

ATTEST:

Assistant Secretary

TOYOTA MOTOR SALES, U.S.A., INC.

By

(Title) Vice President

(Corporate Seal)

APPROVED:

FORM	TERMS
JAS	RHN

PCL 10600.1 (Ack., Corp., N.J.)

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

On this 20 day of July, 1978, before me, the subscriber, a notary public of New York, personally appeared Anthony J. Tozzoli the Director of Marine Terminals of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Eleanore B. Murphy
(notarial seal and stamp)

ELEANORE B. MURPHY
Notary Public, State of New York
No. 31-4622037
Qualified in New York County
Commission Expires March 30, 1980

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 2nd day of June, 1978, before me, the subscriber, a notary public of CALIFORNIA personally appeared Yale Gieszl, the Vice President of Toyota Motor Sales, U.S.A., Inc., who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

Jacquelyn Pera
(notarial seal and stamp)

L.S.

OFFICIAL SEAL
JACQUELYN PERA
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JAN 27, 1979

(EX. 4)

FORM GS 6873

THIS SURRENDER SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF, AND DELIVERED TO THE TENANT OR LESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

(SUPPLEMENT NO. 9)

(Lease No. L-NS-900)
(Partial Surrender)

THIS AGREEMENT, dated as of April 25, 1978, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority"), and TOYOTA MOTOR SALES, U.S.A., INC.

(hereinafter called "the Tenant"),

WITNESSETH, That:

WHEREAS, by lease dated as of September 18, 1976, (which lease, as the same may have been supplemented and amended, is hereinafter called "the Lease") the Port Authority let to the Tenant and the Tenant hired and took from the Port Authority, ~~for a term ending~~ on a month-to-month basis, premises at Port Newark, Newark, New Jersey as more particularly described in the Lease; and

WHEREAS, the Tenant being presently in possession under the Lease, desires to terminate its occupancy of the premises or of that part thereof shown ~~in color on the Exhibit, if any, hereto attached,~~ * ~~hereby made a part hereof and marked "Exhibit _____"~~ (the said premises or part thereof, as the case may be, being hereinafter called "the premises"), and to surrender the same to the Port Authority effective April 30, 1978 at 11:59 o'clock P.M., which date and hour are hereinafter collectively called "the effective date"; and

WHEREAS, the Port Authority is willing to accept such surrender on the terms and conditions hereinafter set forth;

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

1. The Tenant has granted, bargained, sold, surrendered and yielded up and does by these presents grant, bargain, sell, surrender and yield up unto the Port Authority, its successors and assigns, forever, the premises and the term of years with respect thereto under the Lease yet to come and has given, granted and surrendered and by these presents does give, grant and surrender to the Port Authority, its successors and assigns, all the rights, rights of renewal, licenses, privileges and options of the Tenant granted by the Lease with respect to the premises, all to the intent

*on Exhibit A-10

and purpose that the said term under the Lease and the said rights of renewal, licenses, privileges and options may be wholly merged, extinguished and determined on the effective date, with the same force and effect as if the said term were in and by the provisions of the Lease originally fixed to expire on the effective date;

TO HAVE AND TO HOLD the same unto the Port Authority, its successors and assigns forever.

2. The Tenant hereby covenants on behalf of itself, its successors and assigns that (a) it has not done or suffered and will not do or suffer anything whereby the premises, or the Tenant's leasehold therein, has been or shall be encumbered as of the effective date in any way whatsoever; (b) the Tenant is and will remain until the effective date the sole and absolute owner of the leasehold estate in the premises and of the rights, rights of renewal, licenses, privileges and options granted by the Lease with respect thereto and that the same are and will remain until the effective date free and clear of all liens and encumbrances of whatsoever nature; and (c) the Tenant has full right and power to make this Agreement.

3. All promises, covenants, agreements and obligations of the Tenant with respect to the premises, under the Lease or otherwise, which under the provisions thereof would have matured upon the date originally fixed in the Lease for the expiration of the term thereof, or upon the termination of the Lease prior to the said date, or within a stated period after expiration or termination, shall notwithstanding such provisions, mature upon the effective date and shall survive the execution and delivery of this Agreement.

4. The Tenant has released and discharged and does by these presents release and discharge the Port Authority from any and all obligations of every kind, past, present or future on the part of the Port Authority to be performed under the Lease with respect to the premises, except the Port Authority's obligation to refund the cash security or balance thereof, if any, remaining on deposit with the Port Authority. The Port Authority does by these presents release and discharge the Tenant from any and all obligations on the part of the Tenant to be performed under the Lease with respect to the premises for that portion of the term subsequent to the effective date; it being understood that nothing herein contained shall release, relieve or discharge the Tenant from any liability for rentals or for other charges that may be due or become due to the Port Authority for any period or periods prior to the effective date, or for breach of any other obligation on the Tenant's part to be performed under the Lease for or during such period or periods or maturing pursuant to paragraph 3 above.

5. In consideration of the making of this Agreement by the Port Authority and the above described release, the Tenant hereby agrees to terminate its occupancy of the premises and to deliver actual, physical possession of the premises to the Port Authority, on or before the effective date, in the condition required by the Lease upon surrender. The Tenant further agrees that it shall remove from the premises, prior to the effective date, all equipment, inventories, removable fixtures and other personal property of the Tenant or for which the Tenant is responsible. With respect to any such property not so removed, the Port Authority may at its option, as agent for the Tenant and at the risk and expense of the Tenant, remove such property to a

public warehouse or may retain the same in its own possession and in either event, after the expiration of thirty (30) days, may sell or consent to the sale of the same at a public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, and second to any sums owed by the Tenant to the Port Authority; any balance remaining shall be paid to the Tenant. The Tenant shall pay to the Port Authority any excess of the total cost of removal, storage and sale over the proceeds of sale.

6. Other Provisions:

The basic rental payable under the provisions of Section 4(b) of Supplement No. 8 to the Lease shall not accrue after April 30, 1978.

7. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Tenant with any liability or held liable to it under any term or condition of this Agreement, or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof. The Tenant agrees that no representations or warranties with respect to this Agreement shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Tenant have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By Anthony J. Tozzi

(Title) Director of Marine Terminals

(seal)

ATTEST ~~WITNESS~~:

Assistant Secretary

TOYOTA MOTOR SALES, U.S.A., INC.

By

(Title) Vice President

(seal)

APPROVED:
FORM | TERMS

FORM GS (Ack., N.J. 62472)

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

On this 29 day of Sept., 1978, before me, the subscriber, a notary public of New York, personally appeared Anthony J. Tozzoli the Director of Marine Terminals of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation made by virtue of the authority of its Board of Commissioners.

Eleanore B. Murphy
(notarial seal and stamp)

ELEANORE B. MURPHY
Notary Public, State of New York
No. 31-4822207
Qualified in New York County
Commission Expires March 30, 1980

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 2nd day of JUNE, 1978, before me, the subscriber, a notary public of California, personally appeared Yale Giesgl Vice President of Toyota Motor Sales, U.S.A., Inc., the who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation made by virtue of the authority of its Board of Directors.

L.S.

OFFICIAL SEAL
JACQUELYN PERA
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JAN 27, 1979

Jacquelyn Pera
(notarial seal and stamp)

~~STATE OF~~)
) ss.
COUNTY OF)

~~Be it remembered that on this day of 197 , before me, the subscriber, a notary public of personally appeared who I am satisfied is the person named in and who executed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.~~

~~(notarial seal and stamp)~~

(EX. 4)

Lease No. L-NS-900
Supplement No. 11

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of August 8, 1978, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, hereinafter called "the Port Authority" and TOYOTA MOTOR SALES, U.S.A., INC., hereinafter called "the Lessee",

WITNESSETH, That:

WHEREAS, heretofore and as of September 18, 1976, the Port Authority and the Lessee entered into an agreement of lease covering premises at Port Newark, in the City of Newark, in the County of Essex and State of New Jersey, and hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease"; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. Notwithstanding any term or provision of the Lease, the letting of the portion of the premises shown on Exhibit A-1, and the letting of the portion of the premises shown on Exhibit A-2, shall commence at 12:01 o'clock A.M. on August 15, 1978, and shall continue thereafter in accordance with the provisions of the Lease.

2. Notwithstanding any term or provision of the Lease the letting of the portion of the premises shown in stipple on Exhibit A-3 shall commence as follows:

(i) the letting of the easternmost half of the premises as shown on Exhibit A-3 (214,816 square feet) shall commence at 12:01 o'clock A.M. on February 20, 1979, shall expire, unless sooner terminated in accordance with the Lease as amended by this Supplemental Agreement, or otherwise, at 11:59 o'clock P.M. on February 28, 1979 and shall continue from month to month thereafter as a periodical tenancy; and

(ii) the letting of the balance of the premises shown on Exhibit A-3 shall commence at 12:01 o'clock A.M. on March 21, 1979, shall expire, unless sooner terminated in accordance with the Lease as amended by this Supplemental Agreement, or otherwise, at 11:59 o'clock P.M. on March 31, 1979 and shall continue from month to month thereafter as a periodical tenancy;

(iii) provided, however, that (aa) the Port Authority shall have the right to terminate the letting as to the portion of the premises shown on Exhibit A-3 at any time without cause and with the effect of expiration, by thirty (30) days' notice to the Lessee; and (bb) that the the letting of all the premises shown on Exhibit A-3 shall expire, unless sooner terminated in accordance with the Lease as amended by this Supplemental Agreement, or otherwise, at 11:59 o'clock P.M. on May 31, 1979.

3. The letting of the portion of the premises shown on Exhibit A-9 shall expire at 11:59 o'clock P.M. on August 14, 1978. No basic rental shall accrue with regard to the said portion of the premises for the period subsequent to August 11, 1978.

4. The letting of that portion of the premises shown in stipple on a sketch hereto attached, hereby made a part hereof and marked "Exhibit PS-1" shall expire at 11:59 o'clock P.M. on March 13, 1979. On account thereof, the basic rental payable under the Lease for the month of March 1979 on account of the portions of the premises shown on Exhibits A-1 and A-2 shall be diminished by the amount of Twenty-nine Dollars and Fifty-three Cents ($29.53) and the monthly payment of rental for April, 1979 and for each calendar month thereafter on account of the said portions of the premises shall be, notwithstanding the provisions of paragraph (i) of Special Endorsement No. 2 to the Lease, in the amount of Ten Thousand Six Hundred Seventy-four Dollars and Thirty-seven Cents ($10,674.37).

5. For the period that the portion of the premises shown on Exhibit A-3 remains let to the Lessee under this Supplemental Agreement, the Lessee shall pay the Port Authority basic rental therefor in the monthly amount of Eleven Thousand Ninety-eight Dollars and Eighty-three Cents ($11,098.83) payable in that amount in full in advance on April 1, 1979 and on the first day of each and every calendar month thereafter during the continuance of the letting of the said portion of the premises as set forth in Section 2 of this Supplemental Agreement; the basic rental for the period commencing February 20, 1979 and ending March 31, 1979 shall be Nine Thousand Two Hundred Ninety-two Dollars and

Thirty Cents ($9,292.30) payable in full within ten (10) days after the receipt by the Lessee of a copy of this Supplemental Agreement executed and acknowledged on behalf of the Port Authority. Abatement of rental with regard to the said portion of the premises for the period ending May 31, 1979 shall be at the monthly rate of $0.02583 per square foot the use of which is denied to the Lessee.

6. The Lessee recognizes that during the period ending March 20, 1978 the western half of the portion of the premises shown on Exhibit A-3, at that time not let to the Lessee, will be occupied by another, for the purpose of storage of automobiles. The Lessee shall have no claim or demand whatsoever against the Port Authority on account of damage to property of the Lessee or property of others for which it is responsible arising out of the occupancy or use of the western half of the said portion of the premises during the said period, and the Lessee hereby releases the Port Authority from all claims and demands whatsoever arising out of such use or occupancy, and shall indemnify and hold the Port Authority harmless against and from all such claims and demands on the part of third persons.

7. The Lessee will afford to the Port Authority, its officers, employees, agents and contractors and their employees reasonable access through the premises to perform the work of installation of an access gate in the fencing.

8. The Lessee acknowledges that all rights of first refusal granted to the Lessee under the provisions of the Lease with regard to the leasing of additional premises at Port Newark shall be null and void unless notice exercising the rights of the Lessee is received by the Port Authority on or before April 30, 1979, and hereby releases the Port Authority from all obligations thereunder.

9. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

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

11. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

12. This Supplemental Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By Anthony J. Tozzoli

(Title) Director of Marine Terminals

(Seal)

ATTEST:

TOYOTA MOTOR SALES, U.S.A., INC.

By

(Title) Vice President

(Corporate Seal)

APPROVED:

FORM | TERMS

(EX. 4)

Lease No. L-NS-900
Supplement No. 12

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of June 11, 1979, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, hereinafter called "the Port Authority" and TOYOTA MOTOR SALES, U.S.A., INC., hereinafter called "the Lessee",

WITNESSETH, That:

WHEREAS, heretofore and as of September 18, 1976, the Port Authority and the Lessee entered into an agreement of lease covering premises at Port Newark, in the City of Newark, in the County of Essex and State of New Jersey, and hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease"; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. The words and figure "eleven thousand (11,000) square feet of paving to the west of the building" appearing in subdivision (3) of Section I of Schedule W attached to the Lease shall be deemed deleted therefrom and the words and figure "Twenty-one thousand (21,000) square feet of paving including eleven thousand (11,000) square feet of paving to the west of the building." shall be deemed inserted in lieu thereof.

2. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

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

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

5. This Supplemental Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Director of Marine Terminals

(Seal)

ATTEST:

TOYOTA MOTOR SALES, U.S.A., INC.

By

(Title) Vice President

(Corporate Seal)

APPROVED:

FORM | TERMS

PCL 10600.1 (Ack., Corp., N.J.)

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

On this 24 day of Aug. , 1979 , before me, the subscriber, a notary public of New York, personally appeared Anthony Tozzoli the Director of Marine Terminals of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Eleanore B. Murphy
(notarial seal and stamp)

ELEANORE B. MURPHY
Notary Public, State of New York
No. 31-4527237
Qualified in New York County
Commission Expires March 30, 1980

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES

On this 10th day of July , 1979 , before me, the subscriber, a notary public of California personally appeared Yale Giesel, the Vice President of Toyota Motor Sales, U.S.A., Inc. who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

OFFICIAL SEAL
JEANINE ANN HAMADA
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires DEC 21, 1980

Jeanine Ann Hamada
(notarial seal and stamp)

Lease No. L-NS-900
Supplement No. 13

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of September 29, 1980, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, hereinafter called "the Port Authority" and TOYOTA MOTOR SALES, U.S.A., INC., hereinafter called "the Lessee",

WITNESSETH, That:

WHEREAS, heretofore and as of September 18, 1976, the Port Authority and the Lessee entered into an agreement of lease covering premises at Port Newark, in the City of Newark, in the County of Essex and State of New Jersey, and hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease"; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease:

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. The letting of that portion of the premises shown in stipple on a sketch hereto attached, hereby made a part hereof and marked "Exhibit PS-2" shall expire at 11:59 o'clock P.M. on September 30, 1980. On account thereof, the annual basic rental rate payable under the Lease for the period commencing October 1, 1980 on account of the portion of the premises shown in diagonal stipple on Exhibit A shall be diminished by the amount of Five Hundred Fourteen Dollars and Twenty-five Cents ($514.25) and the monthly installments of rental for October, 1980 and for each calendar month thereafter on account of the said portion of the premises shall be, notwithstanding the provisions of paragraph (a) of Special Endorsement No. 2 to the Lease, in the amount of Seven Thousand One Hundred Seventeen Dollars and Thirty-two Cents ($7,117.32).

2. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

PORT DEPARTMENT
CONFORMED COPY

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

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

5. This Supplemental Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Director of Port Department

(Seal)

ATTEST:

TOYOTA MOTOR SALES, U.S.A., INC.

By

(Title) Vice President

(Corporate Seal)

APPROVED: FORM TERMS

(EX. 4)

Lease No. L-NS-900
Supplement No. 14
Port Authority Facility - Port Newark

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of October 31, 1986, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, (hereinafter called "the Port Authority") and TOYOTA MOTOR SALES, U.S.A., INC., (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of September 18, 1976, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease may have been heretofore amended, modified and supplemented, called "the Lease"), covering premises at Port Newark located in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to extend the term of the letting under the Lease and to amend the Lease in certain other respects;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. The term of the letting under the Lease is hereby extended for the period ending on the 31st day of October, 1996, unless sooner terminated, at an annual rental at the rate of One Million Two Hundred Forty-five Thousand Eight Hundred Sixteen Dollars and No Cents ($1,245,816.00) per annum for the period commencing November 1, 1986 and continuing through October 31, 1988, both dates inclusive, payable in advance in equal monthly installments of One Hundred Three Thousand Eight Hundred Eighteen Dollars and No Cents ($103,818.00) on November 1, 1986 and on the first day of each calendar month thereafter occurring during such period, at the annual rate of One Million Three Hundred Forty-seven Thousand Four Hundred Seventy-five Dollars and No Cents ($1,347,475.00) per annum for the period commencing November,1 1988 and continuing through October 31, 1990, both dates inclusive, payable in advance in equal monthly installments of One Hundred Twelve Thousand Two Hundred Eighty-nine Dollars and Fifty-eight Cents ($112,289.58) on November 1, 1988 and on the first day of each calendar month thereafter occurring during such period, at the annual rate of One Million Four Hundred Fifty-seven Thousand Four Hundred Twenty-eight Dollars and No Cents ($1,457,428.00) per annum for the period commencing November,1 1990 and continuing through October 31, 1992, both dates

inclusive, payable in advance in equal monthly installments of One Hundred Twenty-one Thousand Four Hundred Fifty-two Dollars and Thirty-three Cents ($121,452.33) on November 1, 1990 and on the first day of each calendar month thereafter occurring during such period, at the annual rate of One Million Five Hundred Seventy-six Thousand Three Hundred Fifty-four Dollars and No Cents ($1,576,354.00) per annum for the period commencing November,1 1992 and continuing through October 31, 1994, both dates inclusive, payable in advance in equal monthly installments of One Hundred Thirty-one Thousand Three Hundred Sixty-two Dollars and Eighty-three Cents ($131,362.83) on November 1, 1992 and on the first day of each calendar month thereafter occurring during such period, and at the annual rate of One Million Seven Hundred Four Thousand Nine Hundred Eighty-five Dollars and No Cents ($1,704,985.00) per annum for the period commencing November 1, 1994 and continuing through the expiration date of the extended term of the letting under the Lease as herein amended, both dates inclusive, payable in advance in equal monthly installments of One Hundred Forty-two Thousand Eighty-two Dollars and Eight Cents ($142,082.08) on November 1, 1994 and on the first day of each calendar month thereafter occurring during such period.

2. Abatement of rental, if any, during the extension shall be computed in accordance with Standard Endorsement No. L27.4 attached hereto.

3. (a) The liability insurance requirements set forth in Standard Endorsement No. L21.1 of the Lease shall be amended to include a contractual liability endorsement covering the Lessee's indemnity obligations under the Lease, with the Port Authority named as an additional insured on each policy. Each such policy shall contain a provision that the insurer 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 governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. Such policies shall not exclude or except from their coverage damages arising out of injury to or destruction of property occupied or used by or rented to the Lessee. Such insurance shall also contain an endorsement providing that the protection afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third party shall pertain and apply with like effect to any claim or action against the Lessee by the Port Authority and against the Port Authority by the Lessee, but said endorsement shall not limit, vary, change or affect the protections afforded the Port Authority as an additional insured.

(b) The insurance limits set forth in Standard Endorsement No. L21.1 of the Lease shall be increased and expanded to provide coverage as follows:

Comprehensive general liability insurance covering bodily injury, including wrongful death, premises operations and products and completed operations liability in the minimum amount of $2,000,000 combined single limit for each occurrence; comprehensive automobile liability for bodily injury, including wrongful death, and property damage (covering owned, non-owned and hired vehicles) in the minimum amount of $2,000,000 combined single limit per accident; and property damage insurance for real property at 100% of replacement cost covering all risk of physical loss or damage including loss by flood.

(c) Notwithstanding anything to the contrary in the Lease, in lieu of providing coverage for products and completed operations liability, in accordance with the provisions of subparagraph (b) of this paragraph, the Lessee may elect to provide by self insurance, for itself and the Port Authority, insurance coverage for products liability and completed operations liability upon the same terms and conditions as would be provided by the insurance carrier, with the Port Authority named as an additional insured, and in the event the Lessee so elects the Lessee shall act as an insurer of the Port Authority and shall defend and answer actions with respect to products and completed operations liability, and shall protect the Port Authority against all claims and demands of third persons and liability therefor to the same extent as under the policies described in the Lease as herein amended, including without limitation thereto any claim or demand of any third person arising solely out of any negligent act or omission of the Port Authority, its Commissioners, officers, agents or employees. The Lessee agrees to provide a letter, signed by a duly authorized corporate officer, attesting to the existence of its self-insurance program. The Lessee agrees that in the event of a loss it shall make available out of its own funds such amounts as would be paid by an insurance carrier providing coverage as described in the Lease as herein amended for products liability and completed operations liability and its obligation to pay any loss under the Lease as herein amended shall not be limited other than by limitations on coverages that would have been made available from such insurance carrier. Nothing contained herein shall affect the Lessee's obligations to obtain policies of insurance to provide the other coverages described in the Lease as herein amended.

4. (a) In addition to the basic rental set forth in the Lease as herein amended, the Lessee shall pay to the Port Authority an additional basic rental under the Lease as herein amended in accordance with the provisions of this paragraph, at the time and in the manner hereinafter set forth: If during any annual period (as hereinafter defined) occurring during the extended term of the letting under the Lease as herein amended, the Port Authority shall not receive dockage and wharfage charges pursuant to the Port Authority's tariff, as incorporated in Federal Maritime Commission Schedule PA-9 (which charges are hereinafter called "dockage and wharfage charges") on at least

seventy thousand (70,000) vehicles (as hereinafter defined) discharged to the Facility for the account of the Lessee, then the Lessee shall pay to the Port Authority an amount equal to the product obtained by multiplying (i) the difference between seventy thousand (70,000) and the number of vehicles discharged to the Facility for the account of the Lessee during that annual period by (ii) Seven Dollars and Twenty Cents ($7.20). The computation of additional basic rental for each annual period, or a portion of an annual period as hereinafter provided, shall be individual to such annual period and without relation to any other annual period, or any other portion of any annual period. The time and manner of payment of the additional basic rental described in this paragraph shall be as set forth in subparagraph (b) of this paragraph.

(b) The Lessee shall pay the additional basic rental described in subparagraph (a) of this paragraph as follows: on the fifteenth day of the month following the end of each annual period occurring during the extended term of the letting under the Lease as herein amended the Lessee shall render to the Port Authority a statement sworn to by its chief financial officer setting forth the cumulative number of vehicles discharged to the Facility for the account of the Lessee during the annual period for which the report is made with respect to which dockage and wharfage charges have been paid, the destinations to which such vehicles are being shipped, and the number of such vehicles being shipped to each destination. Whenever any such statement shall show that the cumulative number of vehicles discharged to the Facility for the account of the Lessee during that annual period with respect to which dockage and wharfage charges have been paid is less than seventy thousand (70,000) the Lessee shall pay at the time of rendering the statement an amount equal to Seven Dollars and Twenty Cents ($7.20) multiplied by the difference between the cumulative number of vehicles discharged to the Facility for the account of the Lessee during that annual period with respect to which dockage and wharfage charges have been paid and seventy thousand (70,000).

(c) Upon any termination of the extended term of the letting under the Lease as herein amended (even if stated to have the same effect as expiration), the Lessee shall: First render to the Port Authority within twenty (20) days after the effective date of termination a statement sworn to by its chief financial officer setting forth the cumulative number of vehicles discharged to the Facility for the account of the Lessee during the annual period in which the effective date of termination happens to fall with respect to which dockage and wharfage charges have been paid, the destinations to which such vehicles are being shipped, and the number of such vehicles being shipped to each destination; and Second, make a payment of additional basic rental computed as follows: the Lessee shall divide the cumulative number of vehicles discharged to the Facility for the account of the Lessee during that annual period with respect to which dockage and wharfage charges have been paid by the number

of days from the commencement of that annual period through the effective date of termination, both dates inclusive, and shall multiply the quotient so obtained by 365 (the product of such calculation being hereinafter called "the Projected Number of Discharged Vehicles"). If the Projected Number of Discharged Vehicles shall be less than seventy thousand (70,000), then the Lessee shall pay to the Port Authority at the time of rendering the statement an amount equal to Seven Dollars and Twenty Cents ($7.20) multiplied by the difference between the Projected Number of Discharged Vehicles and seventy thousand (70,000).

5. (a) Notwithstanding the provisions of paragraph No.1 of this Agreement, and without otherwise limiting the generality thereof, in the event that any sworn statement which the Lessee is required to submit to the Port Authority pursuant to the provisions of subparagraph (b) of paragraph No. 4 of this Agreement shall show that the cumulative number of vehicles discharged to the Facility for the account of the Lessee during the annual period for which the report is made with respect to which dockage and wharfage charges have been paid exceeds seventy thousand (70,000) the Lessee shall be entitled to a credit against its basic rental obligations under the Lease as herein amended and extended during the next succeeding annual period in an amount (which amount is hereinafter called "the annual credit amount") equal to the product obtained by multiplying (i) the number of such vehicles which are in excess of seventy thousand and which are being transported to customers of the Lessee located outside the boundaries of the States of New York, New Jersey, and Connecticut by (ii) Five Dollars and No Cents ($5.00). The annual credit amount shall be applied in equal monthly installments against monthly installments of basic rental payable by the Lessee during the next succeeding annual period until exhausted. Any such credit arising as a result of vehicles discharged to the facility for the account of the Lessee during the last annual period occurring during the extended term of the letting under the Lease as herein amended shall be paid to the Lessee within thirty (30) days after receipt by the Port Authority of the sworn statement which the Lessee is required to submit for such annual period pursuant to the provisions of subparagraph 4(b) hereof.

(b) If the sworn statement which the Lessee is required to submit to the Port Authority upon any termination of the extended term of the letting under the Lease as herein amended (even if stated to have the same effect as expiration), shall show that the Projected Number of Discharged Vehicles for the annual period in which the effective date of termination occurs shall be in excess of seventy thousand (70,000) the Lessee shall divide the cumulative number of vehicles discharged to the Facility for the account of the Lessee during that annual period with respect to which dockage and wharfage charges have been paid and which are being transported to customers of the Lessee located outside the boundaries of the States of New York, New Jersey, and Connecticut by the number of days from the

commencement of that annual period through the effective date of termination, both dates inclusive, and shall multiply the quotient so obtained by 365 (the product of such calculation being hereinafter called "the Projected Number of Discharged Vehicles to be Shipped Outside of the Lessee's New York Regional Sales Area"). If the Projected Number of Discharged Vehicles to be Shipped Outside of the Lessee's New York Regional Sales Area shall exceed seventy thousand (70,000), then the Lessee shall be entitled to a credit against its basic rental obligations for such annual period in an amount equal to the product obtained by multiplying (i) the amount of the Projected Number of Discharged Vehicles to be Shipped Outside of the Lessee's New York Regional Sales Area for that annual period which exceeds seventy thousand (70,000) by (ii) Five Dollars and No Cents ($5.00). Any credit due the Lessee under this subparagraph shall be paid to the Lessee within thirty (30) days after receipt by the Port Authority of the sworn statement referred to herein.

(c) In addition to the credit described in subparagraphs (a) and (b) of this paragraph from and after the *effective date of any increase in the dockage and wharfage* charges applicable to Port Newark as established from time to time by the Port Authority pursuant to the Port Authority's tarrif as incorporated Federal Maritime Commission Schedule PA-9 as the same may be hereafter amended during the extended term of the letting under the Lease as herein amended, if the Lessee shall become entitled to the credit described in subparagraphs (a) and (b) of this paragraph the Lessee shall be entitled to an additional credit in an amount equivalent to the product obtained by multiplying the amount of the credit to which the Lessee is entitled pursuant to the provisions of subparagraphs (a) or (b), as the case may be by the percentage increase in the dockage and wharfage charges on the effective date of the increase over the dockage and wharfage charges in effect on November 1, 1986. The additional credit provided for in this subparagraph shall be payable at the same time and in the same manner as the credit described in subparagraphs (a) and (b) of this pargraph.

6. The Lessee shall maintain in accordance with accepted accounting practice during the extended term of the letting under the Lease as herein amended and for three years thereafter records and books of account recording all transactions involving the discharge to the Facility of vehicles *for the account of the Lessee*, which records and books of account shall be kept at all times within the Port of New York District, and shall permit, in ordinary business hours, during such time, the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Lessee, if said company performs services, similar to those performed hereunder by the Lessee anywhere in the Port of New York District.

7. (a) If the cumulative number of vehicles discharged to the Facility for the account of the Lessee with respect to which dockage and wharfage charges have been paid over any two consecutive annual periods occurring during the extended term of the letting under the Lease as herein amended shall not equal at least one hundred thousand (100,000) vehicles the Port Authority shall have the right to terminate the extended term of the letting under the Lease as herein amended as to the portions of the premises shown on Exhibits A-1, A-2, and A-3 attached to the Lease on thirty (30) days' prior written notice to the Lessee. Termination of the extended term of the letting under the Lease as herein amended as to the portions of the premises shown on Exhibits A-1, A-2, and A-3 pursuant to the provisions of this subparagraph shall have the same effect as if the effective date of termination stated in the notice were the date of expiration of the extended term of the letting of said portions of the premises under the Lease as herein amended. Termination of the extended term of the letting of the portions of the premises shown on Exhibits A-1, A-2, and A-3 pursuant to the provisions of this subparagraph shall not affect the continuation of the extended term of the letting under the Lease as herein amended of the remaining portion of the premises heretofore let to the Lessee under the Lease as herein amended and the extended term of the letting of the remaining portion of the premises under the Lease as herein amended shall continue in full force and effect, subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as herein amended notwithstanding such termination.

(b) Upon any termination of the extended term of the letting as to the portions of the premises shown on Exhibits A-1, A-2, and A-3 pursuant to the provisions of this subparagraph the the Lessee shall be entitled to an abatement of the basic rental provided for under the Lease as herein amended and extended computed in accordance with Standard Endorsement No. L27.4 attached hereto.

8. As used in the Lease as herein amended and extended:

(a) "annual period" shall mean the twelve-month period commencing November 1, 1986 and each of the twelve-month periods thereafter occurring during the extended term of the letting under the Lease as herein amended commencing on each anniversary of such date occurring during the extended term of the letting under the Lease as herein amended.

(b) "vehicle" shall mean automobiles or trucks, including without limitation, vans, four wheel drive vehicles, and light utility trucks.

9. (a) The Lessee shall have a single right to terminate the extended term of the letting under the Lease as herein amended effective as of October 31, 1991 provided, however, that the Lessee shall give unconditional written notice

to the Port Authority of its election so to do subscribed by an executive officer thereof on or before November 1, 1990 and at the time of the giving of such notice to the Port Authority the Lessee shall pay to the Port Authority the sum of Three Hundred Sixty-four Thousand Three Hundred Fifty-seven Dollars and No Cents ($364,357.00), and provided, further, however, that any notice given in accordance with the provisions of this subparagraph shall not be effective if the Lessee is in default of any term or provision of the Lease as herein amended and extended or has been served with a notice of termination by the Port Authority either on the date of the giving of said notice or on the intended effective date thereof . Such termination shall not relieve the Lessee of any liabilities or obligations which shall have accrued on or prior to the effective date of termination or which shall mature on such date. In the event of termination pursuant to this subparagraph and upon payment to the Port Authority of the sum described in this subparagraph the extended term of the letting under the Lease as herein amended shall cease and expire as if the effective date of termination stated in the Lessee's notice were the date originally set forth herein for the expiration of the extended term of the letting under the Lease as herein amended. In the event that the Lessee fails to excercise its right to terminate the extended term of the letting under the Lease as herein amended in accordance with the provisions of this subpargraph this subparagraph shall be null and void and of no further force and effect.

(b) Notwithstanding the provisions of Section 8 of the Terms and Conditions of the Lease as herein amended and extended, and without otherwise limiting the generality thereof, in the event that as a result of a casualty the public berths known as Berths 21, 23, and 25 in the vicinity of the premises are simultaneously damaged or destroyed in whole or in part without the fault of the Lessee, its officers, employees, or others at the premises with the consent of the Lessee so as to render them all entirely unusable for a period of thirty (30) consecutive days following the occurrence of the damage the Lessee shall have the right to terminate the extended term of the letting under the Lease as herein amended upon thirty (30) days written notice to the Port Authority given within thirty (30) days of the end of the thirty day period of unusability provided, however, that any notice given in accordance with the provisions of this subparagraph shall not be effective if the Lessee is in default of any term or provision of the Lease as herein amended and extended or has been served with a notice of termination by the Port Authority either on the date of the giving of said notice or on the intended effective date thereof . Such termination shall not relieve the Lessee of any liabilities or obligations which shall have accrued on or prior to the effective date of termination or which shall mature on such date. In the event of termination pursuant to this paragraph the extended term of the letting under the Lease as herein amended shall cease and expire as if the effective date of termination stated in the Lessee's notice were the date originally set forth herein for the

expiration of the extended term of the letting under the Lease as herein amended.

10. (a) The Lessee shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons and women are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeship and on-the-job training.

(b) In addition to and without limiting the foregoing, and without limiting the provisions of this paragraph, it is hereby agreed that the Lessee, in connection with its continuing operation, maintenance and repair of the premises, or any portion thereof, and in connection with every award or agreement for concessions or consumer services at Port Newark, shall throughout the extended term of the letting under the Lease as herein amended commit itself to and use good faith efforts to implement an extensive program of Affirmative Action, including specific affirmative action steps to be taken by the Lessee, to ensure maximum opportunities for employment and contracting by minorities and women. In meeting the said commitment the Lessee agrees to submit to the Port Authority for its review and approval the Lessee's Affirmative Action program for its operations in the premises, including the specific affirmative action steps to be taken by the Lessee to meet its aforesaid commitment, within sixty (60) days after the execution of this Agreement by the Port Authority and the Lessee and the delivery of a fully executed copy of this Agreement to the Lessee. The Lessee shall incorporate in its said program such revisions and changes which the Port Authority, acting in a non-arbitrary and non-capricious manner, initially or from time to time may require. The Lessee throughout the extended term of the letting under the Lease as herein amended shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of the Lessee's progress in implementing the said program and shall supply to the Port Authority such information, data and documentation with respect thereto as the Port Authority, acting in a non-arbitrary and non-capricious manner, may from time to time and at any time request, including but not limited to annual reports.

(c) "Minority" as used herein shall include the following:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(d) In the implementation of the provisions of this paragraph the Port Authority shall consider compliance by the Lessee with the provisions of any federal, state or local law concerning affirmative action equal employment opportunity which are at least equal to the requirements of this paragraph as effectuating the provisions of this paragraph. If the Port Authority determines that by virtue of such compliance with the provisions of any such federal, state or local law that the provisions hereof duplicate or conflict with such law the Port Authority may waive the applicability of the provisions of this pargaraph to the extent that such duplication or conflict exists.

(e) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

(f) Without limiting in any way the provisions of paragraph 14 of the Special Endorsements annexed to the Lease as herein amended and extended the Lessee understands that its non-discrimination obligations and its Affirmative Action committment under this paragraph shall extend to and include Import Processors, Inc. and that all reference in this paragraph to the Lessee shall be deemed to include a reference to Import Processors, Inc. The Lessee hereby undertakes to cause Import Processors, Inc. to comply with the provisions of this paragraph and the Lessee shall be fully responsible for the implementation of the provisions of this paragraph by Import Processors, Inc. as if Import Processors, Inc. and the Lessee were one and the same. Without limiting the generality of the foregoing provisions of this paragraph, the Port Authority agrees that to the extent that the various functions and operations which the Lessee is authorized to conduct on the premises are performed by Import Processors, Inc., compliance by Import Processors, Inc. with the provisions of this paragraph shall be deemed compliance by the Lessee. Nothing contained herein shall be deemed to release the Lessee from its non-discrimination obligations under

this paragraph nor shall anything herein be deemed to release the Lessee from its Affirmative Action committment under this paragraph to the extent that the Lessee itself performs any of the various functions and operations which the Lessee is authorized to conduct on the premises.

(g) Nothing in this paragraph shall grant or be deemed to grant to the Lessee the right to make any agreement or award for concessions or consumer services at the Port Newark.

11. Notwithstanding the provisions of Section 9 of the Lease as herein amended, and without otherwise limiting the generality thereof, the Lessee shall have the right to assign the Lease as herein amended and the extended term of the letting thereunder in its entirety to a corporation which is and continues to be wholly owned and controlled by the Lessee, or which wholly owns and controls the Lessee, or which is under common control with the Lessee, or which is wholly owned and controlled by a corporation which wholly owns and controls the Lessee or which the Lessee wholly owns and controls, provided, however, that any such assignee shall use the premises solely the purposes set forth in Article IV of the Lease as herein amended and extended and for no other purpose or purposes whatsoever and provided, further, however, that no such assignment shall be effective until an agreement in the form annexed hereto as "Exhibit X" and hereby made a part of the Lease as herein amended and extended has been executed by the Lessee, the proposed assignee, and the Port Authority, and the Port Authority's consent as herein stated shall be effective o as long as the proposed assignee maintains one of the relationships described in this paragraph to the Lessee. "Control" as used herein shall mean ownership by one person, firm or corporation of all of the issued and outstanding shares of the capital stock and voting rights of another corporation.

12. (a) Without limiting the Lessee's obligations as stated elsewhere in the Lease as herein amended and extended to comply with all laws, ordinances, governmental rules, regulations and orders which or at any time are in effect during the term of the letting under the Lease as herein amended and extended, but subject nevertheless to the provisions of subparagraphs (c) and (d) of this paragraph, the Lessee understands and agrees that it shall be obligated at its sole cost and expense to comply with the requirements of all environmental laws, rules, regulations, requirements, orders and directives applicable to the premises, or the Lessee's operations therein or use thereof, including but not limited to the provisions of the Environmental Cleanup Responsibility Act, N.J.S.A. 13:1K-6 et seq. and the regulations promulgated thereunder (hereinafter in this Agreement called "ECRA"). Nothing in the foregoing shall be construed as a submission by the Port Authority to the application to itself of such requirements or any of them; provided, however, that no immunity or exemption of the Port Authority from any of the foregoing requirements shall excuse compliance or be grounds for noncompliance on the part of the Lessee. Without limiting the

generality of any provision contained herein, the Lessee shall be responsible at its cost and expense, and subject to the direction of the Port Authority, for (i) the preparation of and submission to the New Jersey Department of Environmental Protection (hereinafter in this Agreement called the "NJDEP") of any notice, negative declaration, cleanup plan, non-applicability affidavit or communication, or any other documentation or information, (ii) the obtaining of any surety bond or the giving of any other financial assurances, and (iii) the obtaining from the NJDEP of any approval of a negative declaration or non-applicability letter or other form of release or mitigation, all as may be required or permitted under ECRA. If so directed by the Port Authority at any time during the extended term of the letting under the Lease as herein amended or subsequent to the expiration of the extended term of the letting under the Lease as herein amended, the Lessee at its sole cost and expense shall promptly provide all information requested by the Port Authority as may be necessary for the preparation of any notice, non-applicability affidavit or communication, negative declaration, or cleanup plan, all as may be required or permitted under ECRA, and shall promptly swear to, sign or otherwise fully execute such notice, non-applicability affidavit or communication, negative declaration or cleanup plan when and as directed by the Port Authority, and the Lessee agrees that any such document may be filed by the Port Authority with the NJDEP on behalf of the Lessee and at the Lessee's sole cost and expense. In the event that NJDEP, or any other environmental agency or regulating authority having jurisdiction, requires that a cleanup plan be prepared, or that a cleanup be undertaken because of any spill or discharge of hazardous waste or substances at any portion of the premises then, subject to the provisions of subparagraphs (c) and (d) of this paragraph, it shall be the Lessee's responsibility at its sole cost and expense to prepare and submit the required plans, to submit the required financial assurance, and to carry out the cleanup and take all other actions required by the approved plans and the regulating authorities. The Lessee understands and agrees that should the provisions of any environmental laws, or regulatory requirements or directives, become effective on termination or expiration of the extended term of the letting under the Lease as herein amended, or on the closure or transfer of the Lessee's operations as defined by NJDEP, then, subject to the provisions of subparagraphs (c) and (d) of this paragraph, the Lessee shall be required to comply therewith at its sole cost and expense including those laws, requirements and directives relating to the cleanup of hazardous waste or substances discharged or spilled at any portion of the premises during the term of the letting under the Lease as herein amended and extended whether prior or subsequent to the date of this Agreement. The Port Authority shall also have the right to direct the Lessee at its sole cost and expense to clean up any spills or discharges of hazardous waste or substances at the premises at any time during the extended term of the letting under the Lease as herein amended regardless of whether any applicable environmental law, regulation or directive would require cleanup at that time or during the extended term of such

letting, provided, that the standard applicable to such a clean-up shall not exceed the strictest standards then applicable to the clean-up of such hazardous waste and substances imposed by any environmental law, regulation or directive of the United States or of the State of New Jersey, except that if no such standard is then applicable to the clean-up of such hazardous waste or substances the Port Authority, acting in a non-arbitrary and non-capricious manner, shall determine the standard of clean-up. Without limiting the Port Authority's remedies that it may have under the Lease as herein amended or at law or in equity, the Port Authority shall have the right during and subsequent to the expiration of the extended term of the letting under the Lease as herein amended to such equitable relief, including restraining injunctions and declaratory judgments, as may be required to enforce compliance by the Lessee with its environmental obligations under this paragraph. In the event the Lessee fails to comply with or perform any of its obligations hereunder, the Port Authority at any time during or subsequent to termination or expiration of the extended term of the letting under the lease as herein amended may elect (but shall not be required) to perform such obligations and the Lessee shall pay to the Port Authority upon demand its costs thereof, including all overhead costs as determined by the Port Authority.

(b) Without limiting the generality of the provisions of subparagraph (a) of this paragraph the Lessee agrees, unless directed otherwise by the Port Authority, to provide the Port Authority with copies of all documentation, records, correspondence, notices and submissions relating to the premises, or the Lessee's operations therein or use thereof, provided by the Lessee to the NJDEP, the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration or any other Federal, State, or local authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to Federal, State or local law, rule, regulation or ordinance, including but not limited to the Worker and Community Right to Know Act (N.J.S.A. 34:5A-1 et seq.) and the Hazardous Substance Discharge - Reports and Notices Act (N.J.S.A. 13:1K-15 et seq.) and the regulations promulgated thereunder, and the Lessee shall also provide the Port Authority with all documentation, records, correspondence, notices and submissions received by the Lessee from any environmental regulatory authority regarding the premises or any hazardous wastes and substances in, on or under the premises.

(c) Notwithstanding the provisions of subparagraph (a) of this paragraph, and without otherwise limiting the generality thereof, the Lessee shall not be obligated to cleanup and remove hazardous wastes and substances discharged or spilled on the premises if the presence of such hazardous wastes and substances did not arise out of any default of the Lessee in performing or observing any term or provision of the Lease as herein amended, or out of the use or occupancy of the premises by the Lessee or by others with its consent, or out of any acts or omissions of

the Lessee or "the Lessee's Representatives", as hereinafter defined, if with regard to such hazardous wastes and substances:

(i) Neither the Lessee nor the Lessee's Representatives, as hereinafter defined, committed any negligent acts or omissions with respect to such hazardous wastes and substances; and

(ii) Neither the Lessee nor the Lessee's Representatives, as hereinafter defined, failed to observe and comply with governmental laws, rules, regulations, requirements, orders and directives with respect to such hazardous wastes and substances, or failed to observe and comply with Port Authority requirements, directives and procedures regarding any hazardous wastes and substances at the premises, including but not limited to those set forth in any design guidelines or construction guidelines which may be established by the Port Authority for the Facility and submitted to the Lessee.

(d) Without limiting the generality of any other provision contained in the Lease as herein amended and extended, the Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives from (and shall reimburse the Port Authority for its costs or expenses including fines, penalties, costs of compliance, and legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to those for death, for personal injuries, or for property damages, and from all claims and demands of any governmental agency, arising out of or in any way resulting from (i) any spill or discharge of hazardous waste or substances at the premises or any portion thereof during the term of the letting under the Lease as herein amended and extended regardless of whether such spill or discharge occurred prior or subsequent to the date of this Supplemental Agreement, or (ii) the failure of the Lessee to observe or perform its obligations under the provisions of this paragraph, including without limitation the failure of the Lessee to provide all information, make all submissions and take all other actions required under ECRA, provided, however that the Lessee shall not be obligated to indemnify and hold harmless the Port Authority as to any claim or demand arising out of or resulting from the presence of hazardous wastes and substances discharged or spilled on the premises if the presence of such hazardous wastes and substances did not arise out of any default of the Lessee in performing or observing any term or provision of the Lease as herein amended, or out of the use or occupancy of the premises by the Lessee or by others with its consent, or out of any acts or omissions of the Lessee or the Lessee's Representatives, as hereinafter defined, if with regard to such hazardous wastes and substances:

(i) Neither the Lessee nor any of the Lessee's Representatves, as hereinafter defined,

committed any negligent acts or omissions with respect to such hazardous wastes and substances; and

(ii) Neither the Lessee nor any of the Lessee's Representatives, as hereinafter defined, failed to observe and comply with governmental laws, rules, regulations, requirements, orders and directives with respect to such hazardous wastes and substances, or failed to observe and comply with Port Authority requirements, directives and procedures regarding any hazardous wastes and substances at the premises, including but not limited to those set forth in any design guidelines or construction guidelines which may be established by the Port Authority for the Facility and submitted to the Lessee.

(e) The failure of the Lessee to observe or perform any of its obligations under the provisions of this paragraph shall entitle the Port Authority to terminate the Lease as herein amended at any time, and any such termination shall be and operate as a conditional limitation. The Lessee's obligations under this paragraph shall survive the expiration or earlier termination of the extended term of the letting under the Lease as herein amended and shall continue so long as the Port Authority remains responsible for any spill or discharge of hazardous wastes or substances at the premises.

(f) As used in this paragraph the term "the Lessee's Representatives" shall mean its officers, employees, agents, representatives, contractors, customers, guests, invitees, and other persons who are doing business with the Lessee or are on the premises with the Lessee's consent.

(g) In addition to all other rights of termination which the Lessee has pursuant to provisions of Lease as herein amended, in the event that subsequent to the execution of this Agreement by the Lessee and the Port Authority and the delivery of a fully executed copy thereof to the Lessee an environmental law is passed, amended, or modified so as to require the Lessee to clean up and remove hazardous wastes and substances which pursuant to provision of subparagraph (c) of this paragraph the Lessee is not obligated to clean up and remove, the Lessee shall have the right to terminate the extended term of the letting under the Lease as herein amended <u>provided</u>, <u>however</u>, the Lessee shall give unconditional written notice to the Port Authority of its election so to do executed by an executive officer thereof within ninety (90) days of the promulgation, amendment, or modification of such environmental law, <u>provided</u>, <u>further</u>, <u>however</u>, that any notice given in accordance with the provisions of this subparagraph shall not be effective if the Lessee is in default of any term or provision of the Lease as herein amended after the service of a notice of such default by the Port Authority and the expiration of any applicable period to cure, or has been served with a notice of termination by the Port Authority either on the date of the giving of its notice to the Port Authority or on the

intended effective date thereof. Such termination shall not relieve the Lessee of any liabilities or obligations which shall have accrued on or prior to the effective date of termination or which shall mature on such date, including, without limitation, any environmental obligations and liabilities which have so accrued, or which shall mature on such date. Nothing contained in this paragraph shall or shall be construed to grant the Lessee a right to terminate the letting based upon the provisions of any environmental law currently in effect or any rule, regulation, order, or directive promulgated thereunder or which may hereafter be promulgated thereunder, including, without limitation, the provisions of ECRA. In event of termination pursuant to the provisions of this subparagraph the extended term of letting under the Lease as herein amended shall cease and expire as if the effective date of termination stated in the Lessee's notice were the date originally set forth herein for the expiration of the extended term of the letting under the Lease as herein amended.

13. Notwithstanding the provisions of Section 19 of the Terms and Conditions of the Lease as herein amended and without otherwise limiting the generality thereof, the amount of damages for the period of time subsequent to any termination or cancellation of the extended term of the letting under the Lease as herein amended (or re-entry, regaining, or resumption of possession) on account of the Lessee's additional basic rental obligations shall be based upon the cumulative number of vehicles which would have been discharged to the Facility for the account of the Lessee during the balance of the extended term of the letting if there had been no termination or cancellation (or re-entry, regaining, or resumption of possession) and for the purpose of such calculation the said cumulative number of vehicles shall be derived by multiplying the the number of months in the balance of the extended term originally fixed by the monthly average number of vehicles; the monthly average number of vehicles shall be the total actual number of vehicles discharged to the Facility for the account of the Lessee during that part of the effective period of the letting (including all annual periods falling within the effective period) in which no abatement was in effect, divided by the number of months included in such part of the effective period.

14. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

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

16. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

17. This Supplemental Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

ACTING
ASSISTANT SECRETARY

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By

LILLIAN C. LIBURDI
(Title) DIRECTOR, PORT DEPARTMENT

(Seal)

ATTEST:

Secretary

TOYOTA MOTOR SALES, U.S.A., INC.

By

(Title) President

APPROVED:
FORM
TERMS
SDO

(a) If at any time the Lessee shall become entitled to an abatement of basic rental under the provisions of this Agreement or otherwise, such abatement shall be computed as follows:

(1) For each square foot of usable open area the use of which is denied to the Lessee, at the annual rate of $ _____ *

(2) For each square foot of usable covered area the use of which is denied to the Lessee, at the annual rate of $ _____

(b) If no rates are filled in above then the abatement of basic rental shall be made on an equitable basis, giving effect to the amount and character of the area the use of which is denied the Lessee, as compared with the entire area of such character included in the premises.

(c) If an exemption amount is fixed in this Agreement, it shall be reduced in the same proportion as the total basic rental is abated.

(d) For the purposes of this Endorsement, the number of square feet of covered area shall be computed as follows: by measuring from the inside surface of outer building walls to the surface of the public area side, or of the non-exclusive area side, as the case may require, of all partitions separating the area measured from adjoining areas designated for the use of the public or for use by the Lessee in common with others, and to the center of partitions separating the area measured from adjoining area exclusively used by others; no deduction will be made for columns, partitions, pilasters or projections necessary to the building and contained within the area measured. Permanent partitions enclosing elevator shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues, stacks and any vertical shafts have the same relation to the area measured as do outer building walls.

(e) In the event that during the term of the letting under this Agreement the Lessee shall be partially evicted (actually or constructively) and shall remain in possession of the premises or the balance thereof, the Lessee agrees that notwithstanding it might have the right to suspend payment of the rent in the absence of this provision, it will pay at the times and in the manner herein provided, the full basic rental less only an abatement thereof computed in accordance with the above.

* $0.55 for the period November 1, 1986 to October 31, 1988, both dates inclusive
$0.59 for the period November 1, 1988 to October 31, 1990, both dates inclusive
$0.64 for the period November 1, 1990 to October 31, 1992, both dates inclusive
$0.70 for the period November 1, 1992 to October 31, 1994, both dates inclusive
$0.75 for the period November 1, 1994 to October 31, 1996, both dates inclusive

.81
.86
.95
1.03
1.11

Standard Endorsement No. L 27.4

Abatement

All Marine Terminals

10/6/68

$65,120.00
52.0 Ac
Actual 50.37 Ac

FORM E — Assignment, all Facilities
82773

ASSIGNMENT OF LEASE
WITH ASSUMPTION AND CONSENT (Lease No.)

THIS AGREEMENT, made as of by THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority"), a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States of America, having an office for the transaction of business at One World Trade Center, in the Borough of Manhattan, in the City, County and State of New York, and

(hereinafter called "the Assignor"),
a corporation organized and existing under the laws of the State of
with an office for the transaction of business at

an individual, residing at

a partnership, consisting of

and
(hereinafter called "the Assignee"),
a corporation organized and existing under the laws of the State of
with an office for the transaction of business at

an individual, residing at

a partnership, consisting of

the representative of which is

WITNESSETH, THAT:

WHEREAS, the Assignor desires to assign to the Assignee that certain Agreement of Lease dated as of , 19 , made by and between The Port Authority and the Assignor, and hereinafter, as the same has been heretofore amended and extended, called "the Lease";

EXHIBIT X

covering premises at

; and

WHEREAS, the Port Authority is willing to consent to such assignment on certain terms, provisions, covenants and conditions:

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

1. The Assignor does hereby assign, transfer and set over to the Assignee, heirs, executors, administrators and successors, to and their own proper use, benefit and behoof forever, the Lease, to have and to hold the same unto the Assignee heirs, executors, administrators and successors from the day of , 19 , for and during all the rest, residue, and remainder of the term of the letting under the Lease, subject nevertheless to all the terms, provisions, covenants and conditions therein contained; and the Assignor does hereby assign, transfer and set over unto the Assignee heirs, executors, administrators and successors, all right, title and interest of the Assignor in and to a certain deposit (whether of cash or bonds) in the amount of

made by the Assignor with the Port Authority, as security for the performance of the terms, provisions, covenants and conditions of the Lease, but subject to the provisions of the Lease and to any claim or right to the said deposit or any part thereof heretofore or hereafter made or to be made on the part of the Port Authorit

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

EXHIBIT X

3. The Assignor agrees that this assignment of the Lease and this consent of the Port Authority thereto shall not in any way whatsoever affect or impair the liability of the Assignor to perform all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, of the Lease on the part of the Lessee or tenant thereunder to be performed, and that the Assignor shall continue fully liable for the performance of all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, on the part of the Lessee or tenant thereunder to be performed. The liability of the Assignor as set forth in this paragraph shall remain and continue in full force and effect as to any and every renewal, modification, or extension of the Lease whether in accordance with the terms of the Lease or by a separate or additional document, and notwithstanding any such renewal, modification, or extension, whether or not the Assignor has specifically consented to such renewal, modification, or extension. The liability of the Assignor hereunder shall in no way be affected by the failure of the Port Authority to obtain the Assignor's consent to any such renewal, modification or extension notwithstanding that the Port Authority had previously obtained such consent with respect to a prior renewal, modification, or extension.

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

5. The liability of the Assignor hereunder shall in no way be affected by:

(a) The release or discharge of the Assignee in any creditors' receivership, bankruptcy or other similar proceeding; or

(b) The impairment, limitation or modification of the liability of the Assignee or its estate in bankruptcy, or of any remedy for the enforcement of the Assignee's said liability under the Lease, resulting from the operation of

any present or future provision of the Bankruptcy Code or any other statute or from the decision of any court having jurisdiction over the Assignee or its estate; or

(c) The rejection or disaffirmance of the Lease in any creditors;, receivership, bankruptcy, or other similar proceeding; or

(d) Any disability or any defense of the Assignee.

6. Neither the Commissioners of the Port Authority nor any of them, nor any officers, agent or employee thereof, shall be charged personally by the Assignor or by the Assignee with any liability or held liable to either of them under any term or provision of this Agreement, or because of its execution, or because of any breach or attempted or alleged breach thereof.

IN WITNESS WHEREOF, the Port Authority, the Assignor and the Assignee have executed these presents as of the date first hereinabove set forth.

ASSIGNOR:

_____

By_____

(Title) President

(Seal)

ATTEST:

_____ Secretary

ASSIGNEE:

_____

By_____

(Title) President

(Seal)

ATTEST:

_____ Secretary

_____

By_____

(Title) President

(Seal)

ATTEST:

_____ Secretary

EXHIBIT X

Form E - Acknowledgment (N.J.); 62472

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

On this day of , 19 , before me, the subscriber, a notary public of New York, personally appeared the of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal, and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of The Port Authority of New York and New Jersey, made by virtue of the authority of its Board of Commissioners.

(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On this day of , 19 , before me, the subscriber, a , (the , personally appeared of) who I am satisfied is the person who has (executed) (signed) the within instrument, and, I having first made known to (him) (her) the contents thereof, (s)he did acknowledge that (s)he signed, sealed (with the corporate seal) and delivered the same as (his) (her) (voluntary act and deed, for the uses and purposes therein expressed) (such officer aforesaid and that the within instrument is the voluntary act and deed of made by virtue of the authority of its board of directors) (individually and as general partner of).

(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On this day of , 19 , before me, the subscriber, , (the , personally appeared of) who I am satisfied is the person who has (executed) (signed) the within instrument, and, I having first made known to (him) (her) the contents thereof, (s)he did acknowledge that (s)he signed, sealed (with the corporate seal) and delivered the same as (his) (her) (voluntary act and deed, for the uses and purposes therein expressed) (such officer aforesaid and that the within instrument is the voluntary act and deed of made by virtue of the authority of its board of directors) (individually and as general partner of).

EXHIBIT X

(notarial seal and stamp)

FORM XLD—Ack., N.J. 51380

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On this 3rd day of July, 1988, before me, the subscriber, a notary public of New York, personally appeared LILLIAN C. LIBURDI the DIRECTOR, PORT DEPARTMENT of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Frank Wyspianski Jr.
(notarial seal and stamp)

FRANK WYSPIANSKI, JR.
NOTARY PUBLIC, State of New York
No. 9759825
Qualified in Suffolk County
Commission Expires April 30, 1990

STATE OF ✓
COUNTY OF ✓ } ss.

On this ✓ day of ✓, 1988, before me, the subscriber, a ✓, personally appeared ✓ the ✓ President of ✓ TOYOTA MOTOR SALES, U.S.A., INC., who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

✓
(notarial seal and stamp)

~~STATE OF~~
COUNTY OF } ss.

Be it remembered that on this day of , 19, before me, the subscriber, a , personally appeared who I am satisfied is the person named in and who executed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

(notarial seal and stamp)

Port Authority Lease No. L-NS-900
Supplement No. 15

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of June 1, 1988, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and TOYOTA MOTOR SALES, U.S.A., INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of September 18, 1976 the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey, all as more particularly described in the Lease; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. (a) Effective as of 11:59 o'clock P.M. on June 5, 1988 (which hour and date are hereinafter collectively called "the Surrender Date") the Lessee has granted, bargained, sold, surrendered and yielded up and does by these presents grant, bargain, sell, surrender and yield up to the Port Authority, its successors and assigns, forever, that part of the premises let to the Lessee shown in diagonal crosshatching on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A-11", and the term of years with respect thereto under the Lease as herein amended yet to come (which premises are hereinafter called "the Surrendered Area") and has given, granted and surrendered and by these presents does give, grant and surrender to the Port Authority, its successors and assigns, all the rights, rights of renewal, licenses, privileges and options of the Lessee granted by the Lease as herein amended with respect to the Surrendered Area all to the intent and purpose that the said term under the Lease as herein amended and the said rights, rights of renewal, licenses, privileges and options may be wholly merged, extinguished and determined on the Surrender Date with the same force and effect as if the said term were in and by the provisions of the Lease as herein amended originally fixed to expire on such date; to have and to hold the same unto the Port Authority, its successors and assigns forever.

(b) The Lessee hereby covenants on behalf of itself, its successors and assigns that (i) it has not done or suffered and will not do or suffer anything whereby the Surrendered Area, or the Lessee's leasehold therein, has been or shall be encumbered, as of the Surrender Date in any way whatsoever; (ii) the Lessee is and will remain until the Surrender Date the sole and absolute owner of the leasehold estate in the Surrendered Area and of the rights, rights of renewal, licenses, privileges and options granted by the Lease as herein amended with respect thereto and that the same are and will remain until the Surrender Date free and clear of all liens and encumbrances of whatsoever nature; and (iii) the Lessee has full right and power to make this Agreement.

(c) All promises, covenants, agreements and obligations of the Lessee with respect to the Surrendered Area under the Lease as herein amended or otherwise which under the provisions thereof would have matured upon the date originally fixed in the Lease as herein amended for the expiration of the term thereof, or upon the termination of the Lease as herein amended prior to the said date, or within a stated period after expiration or termination, shall, notwithstanding such provisions, mature upon the Surrender Date and shall survive the partial surrender provided for in this paragraph.

(d) The Lessee has released and discharged and does by these presents release and discharge the Port Authority from any and all obligations of every kind, past, present or future on the part of the Port Authority to be performed under the Lease as herein amended with respect to the Surrendered Area. The Port Authority does by these presents release and discharge the Lessee from any and all obligations on the part of the Lessee to be performed under the Lease as herein amended with respect to the Surrendered Area for that portion of the term subsequent to the Surrender Date; it being understood that nothing herein contained shall release, relieve or discharge the Lessee from any liability for rentals or for other charges that may be due or become due to the Port Authority for any period or periods prior to the Surrender Date, or for breach of any other obligation on the Lessee's part to be performed under the Lease as herein amended for or during such period or periods or maturing pursuant to subparagraph (c) of this paragraph.

(e) In consideration of the making of this Agreement by the Port Authority, the Lessee hereby agrees to terminate its occupancy of the Surrendered Area and to deliver actual physical possession of the same to the Port Authority on or before the Surrender Date in the condition required by the Lease as herein amended upon surrender. The Lessee further

agrees that it will remove from the Surrendered Area prior to the Surrender Date all equipment, removable fixtures and other personal property of the Lessee or for which the Lessee is responsible. With respect to any such property not so removed, the Port Authority may at its option as agent for the Lessee and at the risk and expense of the Lessee remove such property to a public warehouse or may retain the same in its own possession and in either event, after the expiration of thirty (30) days may sell or consent to the sale of the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, and second to any sums owed by the Lessee to the Port Authority; any balance remaining shall be paid to the Lessee. The Lessee shall pay to the Port Authority any excess of the total cost of removal, storage and sale over the proceeds of sale.

2. In addition to the premises heretofore let to the Lessee under the Lease, the letting as to which shall continue in full force and effect, subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as amended by this Agreement, the Port Authority hereby lets to the Lessee and the Lessee hires and takes from the Port Authority, at Port Newark aforesaid, the open area shown in stipple on Exhibit A-11 attached hereto, together with the structures, fixtures, improvements and other property, if any, of the Port Authority located or to be located therein or thereon, the said open area and the said structures, fixtures, improvements and other property (all of which is sometimes hereinafter in this Agreement called "the additional premises") to be and become a part of the premises under the Lease at 12:01 o'clock A.M. on June 6, 1988 let to the Lessee, subject to and in accordance with all of the terms, covenants and conditions of the Lease as herein amended, for a term expiring at 11:59 o'clock P.M. on October 31, 1996, unless sooner terminated. The parties hereby acknowledge that the additional premises constitute non-residential property.

3. The Lessee shall use the additional premises solely for the purposes set forth in Article IV of the Lease, and for no other purpose or purposes whatsoever.

4. The Port Authority shall deliver the additional premises to the Lessee in its presently existing "as is" condition. The Lessee acknowledges that prior to the execution of this Agreement, it has thoroughly examined and inspected the additional premises and has found it in good order and repair and has determined it to be suitable for the Lessee's operations therein under the Lease as herein amended. The Lessee agrees to and shall take the additional premises in its "as is" condition and the Port Authority shall have no obligations under the Lease as herein amended for finishing work or preparation of any portion of the additional premises for the Lessee's use.

5. The Lessee acknowledges that it has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees or agents as to the suitability of the additional premises for the operations permitted thereon by the Lease as herein amended. Without limiting any obligation of the Lessee to commence operations under the Lease as herein amended at the time and in the manner stated elsewhere in this Agreement, the Lessee agrees that no portion of the additional premises will be used initially or at any time during the letting thereof under the Lease as herein amended which is in a condition unsafe or improper for the conduct of the Lessee's operations therein under the Lease as herein amended so that there is possibility of injury or damage to life or property.

6. The Port Authority shall have no obligation to supply to the Lessee any services or utilities in the additional premises.

7. Notwithstanding any provision of this Agreement, including without limitation the provisions of subparagraph (d) of paragraph 1 hereof, there shall be no change in the amount of the basic rental and additional basic rental payable by the Lessee to the Port Authority pursuant to the provisions of the Lease, and the Lessee shall continue to be obligated to pay all said rentals in the full amount set forth in the Lease and subject to all the provisions of the Lease during the period from the Surrender Date through the expiration date of the term of the letting under the Lease as herein amended.

8. From and after the Surrender Date, the sketch attached hereto, hereby made a part hereof and marked "Exhibit A-12" shall be and be deemed substituted for Exhibit A-3 for purposes of the provisions of paragraph 7 of Supplement No. 14 to the Lease, and all references to the portion of the premises shown on Exhibit A-3 contained in said paragraph 7 shall be and be deemed references to the open area shown in stipple on Exhibit A-12 attached hereto.

9. The Lessee shall comply in all respects with the provisions of paragraph 12 of Supplement No. 14 to the Lease applicable to the partial surrender contemplated in paragraph 1 of this Agreement. Without limiting the generality of the provisions of the immediately preceding sentence, the Lessee agrees to deliver to the Port Authority simultaneously with the Lessee's execution of this Agreement and the delivery thereof to the Port Authority any negative declaration or non-applicability letter which may be required or permitted under the Environmental Cleanup Responsibility Act, N.J.S.A. 13:1K-6 et seq., and the regulations promulgated thereunder with respect to said partial

surrender, or to provide the Port Authority with evidence satisfactory to the Port Authority that the Lessee has carried out any cleanup plan which may be required thereunder.

10. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

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

12. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

13. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or

warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By LILLIAN C. LIBURDI

(Title) DIRECTOR, PORT DEPARTMENT

(Seal)

ATTEST:

Secretary

TOYOTA MOTOR SALES, U.S.A., INC.

By

(Title) Group Vice President

(Corporate Seal)

APPROVED:

FORM

TERMS

MLPF-30672 Ack., N.J.

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

On this 12th day of July, 19 90 before me, the subscriber, a notary public of New York, personally appeared LILLIAN C. LIBURDI the DIRECTOR, PORT DEPARTMENT of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

(notarial seal and stamp)

FRANK WYSPIANSKI JR.
NOTARY PUBLIC, State of New York
No. 9759825
Qualified in Suffolk County
Commission Expires April 30, 1992

STATE OF California }
COUNTY OF Los Angeles } ss.

On this 25th day of May, 19 90 before me, the subscriber, a notary public of State of California, personally appeared Hiroshi Imai the Group Vice President of Manufacturing Liaison and Distribution TOYOTA MOTOR SALES, U.S.A., INC. who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

OFFICIAL SEAL
LYDIA I. RICO
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires May 11, 1992

(notarial seal and stamp)

STATE OF }
COUNTY OF } ss.

Be it remembered that on this day of , 19 , before me, the subscriber, a notary public of , personally appeared who I am satisfied is the person named in and who executed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

(notarial seal and stamp)

(EX. 4)

Port Authority Lease No. L-NS-900
Supplement No. 16

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of April 1, 1991, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and TOYOTA MOTOR SALES, U.S.A., INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of September 18, 1976 the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey, all as more particularly described in the Lease; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. In addition to the rights set forth in Article IV of the Lease, the Lessee shall have the right to use and occupy the premises under the Lease as herein amended for the receipt, preparation, storage incidental to distribution, and distribution of vehicles manufactured in the United States and Canada to be waterborne from the Facility; and also for the receipt, storage incidental to distribution, and distribution of vehicles manufactured in the United States and Canada which are not waterborne to the Facility for consolidation with imported vehicles to facilitate the distribution thereof; provided, however, that the number of such vehicles not waterborne to the Facility which are consolidated with imported vehicles and distributed from the premises during any annual period shall not exceed forty percent (40%) of the total number of vehicles distributed from the premises pursuant to the provisions of ~~Article IV of the Lease as amended by this paragraph during that~~ annual period. The Lessee shall not use or occupy the premises for any other purpose or purposes whatsoever.

2. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

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

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

5. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By LILLIAN C. LIBURDI

(Title) DIRECTOR, PORT DEPARTMENT

(Seal)

ATTEST:

Secretary

TOYOTA MOTOR SALES, U.S.A., INC.

By

(Title) Group Vice President

(Corporate Seal)

APPROVED:

FORM | TERMS

FORM XLD—Ack., N.J. 51380

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

On this 19th day of April, 19 91, before me, the subscriber, a notary public of New York, personally appeared LILLIAN C. LIBURDI the DIRECTOR, PORT DEPARTMENT of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Frank Wyspianski Jr.
(notarial seal and stamp)
FRANK WYSPIANSKI JR.
NOTARY PUBLIC, State of New York
No. 9759825
Qualified in Suffolk County
Commission Expires April 30, 1992

STATE OF California }
COUNTY OF Los Angeles } ss.

On this 12th day of March, 19 91, before me, the subscriber, a notary, personally appeared Hiroshi Imai the Group Vice President of TOYOTA MOTOR SALES, U.S.A., INC. who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

OFFICIAL SEAL
LYDIA I. RICO
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires May 11, 1992

Lydia I. Rico
(notarial seal and stamp)

STATE OF }
COUNTY OF } ss.

Be it remembered that on this _____ day of _____, 19____, before me, the subscriber, a _____, personally appeared _____ who I am satisfied is the person named in and who executed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

(notarial seal and stamp)

Port Authority Lease No. L-NS-900
Supplement No. 17

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of April 2, 1991, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and TOYOTA MOTOR SALES, U.S.A., INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of September 18, 1976 the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey, all as more particularly described in the Lease; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. The term of the letting under the Lease is hereby extended for the period ending on the 31st day of October, 2006, unless sooner terminated, at an annual basic rental payable during the extension as follows: (a) at the annual rate of One Million Eight Hundred Forty-four Thousand One Hundred Twelve Dollars and No Cents ($1,844,112.00) for the period commencing November 1, 1996 and continuing through October 31, 1998, both dates inclusive, payable in advance in equal monthly installments of One Hundred Fifty-three Thousand Six Hundred Seventy-six Dollars and No Cents ($153,676.00) on November 1, 1996 and on the first day of each calendar month thereafter occurring during such period; (b) at the annual rate of One Million Nine Hundred Ninety-four Thousand Five Hundred Ninety-two Dollars and No Cents ($1,994,592.00) for the period commencing November 1, 1998 and continuing through October 31, 2000, both dates inclusive, payable in advance in equal monthly installments of One Hundred Sixty-six Thousand Two Hundred Sixteen Dollars and No Cents ($166,216.00) on November 1, 1998 and on the first day of each calendar month thereafter occurring during such period; (c) at the annual rate of Two Million One Hundred Fifty-seven Thousand Three Hundred Fifty-one Dollars and No Cents ($2,157,351.00) for the period commencing November 1, 2000 and continuing through October 31, 2002, both dates inclusive, payable in advance in

equal monthly installments of One Hundred Seventy-nine Thousand Seven Hundred Seventy-nine Dollars and Twenty-five Cents ($179,779.25) on November 1, 2000 and on the first day of each calendar month thereafter occurring during such period; (d) at the annual rate of Two Million Three Hundred Thirty-three Thousand Three Hundred Ninety-one Dollars and No Cents ($2,333,391.00) for the period commencing November 1, 2002 and continuing through October 31, 2004, both dates inclusive, payable in advance in equal monthly installments of One Hundred Ninety-four Thousand Four Hundred Forty-nine Dollars and Twenty-five Cents ($194,449.25) on November 1, 2002 and on the first day of each calendar month thereafter occurring during such period; and (e) at the annual rate of Two Million Five Hundred Twenty-three Thousand Seven Hundred Ninety-six Dollars and No Cents ($2,523,796.00) for the period commencing November 1, 2004 and continuing through October 31, 2006, both dates inclusive, payable in advance in equal monthly installments of Two Hundred Ten Thousand Three Hundred Sixteen Dollars and Thirty-four Cents ($210,316.34) on November 1, 2004 and on the first day of each calendar month thereafter occurring during such period.

2. In addition to the premises heretofore let to the Lessee under the Lease, the letting as to which shall continue in full force and effect, subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as amended and extended by this Agreement, the Port Authority hereby lets to the Lessee and the Lessee hires and takes from the Port Authority, at Port Newark aforesaid, the open area shown in stipple and in stipple and diagonal hatching on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A-13", together with the structures, fixtures, improvements and other property, if any, of the Port Authority located or to be located therein or thereon, the said open area and the said structures, fixtures, improvements and other property (all of which is sometimes hereinafter in this Agreement called "the additional premises") to be and become a part of the premises under the Lease at 12:01 o'clock A.M. on April 2, 1991 (hereinafter called "the additional premises commencement date") let to the Lessee, subject to and in accordance with all of the terms, covenants and conditions of the Lease as herein amended and extended, for a term expiring at 11:59 o'clock P.M. on October 31, 2006, unless sooner terminated. The parties hereby acknowledge that the additional premises constitute non-residential property.

3. The Lessee shall use the additional premises solely for the purposes set forth in Article IV of the Lease, as amended by paragraph 1 of Supplement No. 16 to the Lease, and for no other purpose or purposes whatsoever.

4. The Port Authority shall deliver the additional premises to the Lessee in its presently existing "as is" condition. The Lessee acknowledges that prior to the execution of this Agreement, it has thoroughly examined and inspected the additional premises and has found it in good order and repair and has determined it to be suitable for the Lessee's operations therein under the Lease as herein amended and extended. The Lessee agrees to and shall take the additional premises in its "as is" condition and the Port Authority shall have no obligations under the Lease as herein amended and extended for finishing work or preparation of any portion of the additional premises for the Lessee's use.

5. The Lessee acknowledges that it has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees or agents as to the suitability of the additional premises for the operations permitted thereon by the Lease as herein amended and extended. Without limiting any obligation of the Lessee to commence operations under the Lease as herein amended and extended at the time and in the manner stated elsewhere in this Agreement, the Lessee agrees that no portion of the additional premises will be used initially or at any time during the letting thereof under the Lease as herein amended and extended which is in a condition unsafe or improper for the conduct of the Lessee's operations therein under the Lease as herein amended and extended so that there is possibility of injury or damage to life or property.

6. The Port Authority shall have no obligation to supply to the Lessee any services or utilities in the additional premises.

7. In addition to all other rentals payable under the Lease as herein amended and extended, the Lessee shall pay an annual basic rental for the additional premises as follows: (a) for the period from April 2, 1991 through October 31, 1992, both dates inclusive, at the annual rate of One Million One Hundred Eighteen Thousand Six Hundred Six Dollars and No Cents ($1,118,606.00) payable in advance in an installment of Ninety Thousand One Hundred Nine Dollars and Ninety-three Cents ($90,109.93) on April 2, 1991 and thereafter in advance in equal monthly installments of Ninety-three Thousand Two Hundred Seventeen Dollars and Seventeen Cents ($93,217.17) on May 1, 1991 and on the first day of each calendar month thereafter during such period; (b) for the period from November 1, 1992 through October 31, 1994, both dates inclusive, at the annual rate of One Million Two Hundred Nine Thousand Eight Hundred Eighty-four Dollars and No Cents ($1,209,884.00) payable in advance in equal monthly installments of One Hundred Thousand Eight Hundred Twenty-three Dollars and Sixty-seven Cents ($100,823.67) on November 1, 1992

and on the first day of each calendar month thereafter during such period; (c) for the period from November 1, 1994 through October 31, 1996, both dates inclusive, at the annual rate of One Million Three Hundred Eight Thousand Six Hundred Eleven Dollars and No Cents ($1,308,611.00) payable in advance in equal monthly installments of One Hundred Nine Thousand Fifty Dollars and Ninety-two Cents ($109,050.92) on November 1, 1994 and on the first day of each calendar month thereafter during such period; (d) for the period from November 1, 1996 through October 31, 1998, both dates inclusive, at the annual rate of One Million Four Hundred Fifteen Thousand Three Hundred Ninety-four Dollars and No Cents ($1,415,394.00) payable in advance in equal monthly installments of One Hundred Seventeen Thousand Nine Hundred Forty-nine Dollars and Fifty Cents ($117,949.50) on November 1, 1996 and on the first day of each calendar month thereafter during such period; (e) for the period from November 1, 1998 through October 31, 2000, both dates inclusive, at the annual rate of One Million Five Hundred Thirty Thousand Eight Hundred Ninety Dollars and No Cents ($1,530,890.00) payable in advance in equal monthly installments of One Hundred Twenty-seven Thousand Five Hundred Seventy-four Dollars and Seventeen Cents ($127,574.17) on November 1, 1998 and on the first day of each calendar month thereafter during such period; (f) for the period from November 1, 2000 through October 31, 2002, both dates inclusive, at the annual rate of One Million Six Hundred Fifty-five Thousand Eight Hundred Eleven Dollars and No Cents ($1,655,811.00) payable in advance in equal monthly installments of One Hundred Thirty-seven Thousand Nine Hundred Eighty-four Dollars and Twenty-five Cents ($137,984.25) on November 1, 2000 and on the first day of each calendar month thereafter during such period; (g) for the period from November 1, 2002 through October 31, 2004, both dates inclusive, at the annual rate of One Million Seven Hundred Ninety Thousand Nine Hundred Twenty-five Dollars and No Cents ($1,790,925.00) payable in advance in equal monthly installments of One Hundred Forty-nine Thousand Two Hundred Forty-three Dollars and Seventy-five Cents ($149,243.75) on November 1, 2002 and on the first day of each calendar month thereafter during such period; and (h) for the period from November 1, 2004 through October 31, 2006, both dates inclusive, at the annual rate of One Million Nine Hundred Thirty-seven Thousand Sixty-four Dollars and No Cents ($1,937,064.00) payable in advance in equal monthly installments of One Hundred Sixty-one Thousand Four Hundred Twenty-two Dollars and No Cents ($161,422.00) on November 1, 2004 and on the first day of each calendar month thereafter during such period.

8. If on the additional premises commencement date as defined in paragraph 2 hereof the additional premises are not available or ready for occupancy or use by the Lessee by reason of the fact that the additional premises or any part thereof, or any

part of the Facility, is in the course of construction, repair, alteration or improvement or by reason of the fact that the occupant of the additional premises or a part thereof failed or refused to deliver possession or by reason of any causes or conditions beyond the control of the Port Authority, the Port Authority may postpone the letting of the additional premises and the Port Authority shall not be subject to any liability for such postponement or failure to give possession on such date. No such postponement or failure to give possession of the additional premises on such date shall affect the validity of the Lease or of this Agreement or the obligations of the Lessee under either the Lease or this Agreement. However, the basic rental set forth in paragraph 7 hereof shall not commence until possession of the additional premises is tendered by the Port Authority to the Lessee; tender shall be made of the additional premises by the Port Authority to the Lessee by notice given at least five (5) days prior to the effective date of the tender. In the event that notice of tender of the additional premises is not given for possession thereof to commence on or before November 1, 1991, then this Agreement shall be and be deemed cancelled and all the provisions hereof shall be and be deemed null and void and of no further force or effect, and each party shall and does release and discharge the other party from any and all claims or demands based on this Agreement, or a breach or alleged breach thereof. Cancellation of this Agreement shall not affect the letting of the premises under the Lease and the Lease shall continue in full force and effect in accordance with its terms. Any postponement of the letting of the additional premises pursuant to this paragraph shall not be deemed to effect the extension of the term of the letting under the Lease as herein amended, and the term of the letting under the Lease as herein amended and extended shall expire in any event on the date stated in paragraph 1 of this Agreement. In the event that the letting of the additional premises shall be postponed pursuant to the provisions of this paragraph, the additional premises commencement date shall be deemed to be the effective date of the tender of the additional premises pursuant to the provisions of this paragraph.

9. (a) Effective upon the additional premises commencement date, the provisions of paragraph 4 of Supplement No. 14 to the Lease shall be null and void and of no further force or effect, except that the Lessee shall make a final payment of additional basic rental to the Port Authority under said paragraph 4 at the time and in the manner hereinafter set forth. In the event that the cumulative number of vehicles discharged to the Facility for the account of the Lessee during the period from November 1, 1990 through the day preceding the additional premises commencement date, both dates inclusive, with respect to which dockage and wharfage charges (as hereinafter defined) have been paid (which number of vehicles is hereinafter in this subparagraph

called "the cumulative number of vehicles") is less than the prorated guarantee number (as hereinafter defined), the Lessee shall pay additional basic rental to the Port Authority equal to the amount derived by multiplying Seven Dollars and Twenty Cents ($7.20) by the difference between the prorated guarantee number and the cumulative number of vehicles. For purposes of this subparagraph, "the prorated guarantee number" shall mean seventy thousand (70,000) multiplied by a fraction, the numerator of which shall be the number of days from November 1, 1990 through the day preceding the additional premises commencement date, both dates inclusive, and the denominator of which shall be three hundred sixty-five (365). In the event that any additional basic rental shall be payable by the Lessee to the Port Authority pursuant to the provisions of this subparagraph, the Port Authority shall provide the Lessee with a written statement setting forth the cumulative number of vehicles discharged to the Facility for the account of the Lessee during the period from November 1, 1990 through the day preceding the additional premises commencement date with respect to which dockage and wharfage charges have been paid, and the additional basic rental owed by the Lessee to the Port Authority for such period. The Lessee shall pay to the Port Authority the additional basic rental set forth in the statement within thirty (30) days of the Lessee's receipt of such statement.

(b) In addition to all other basic rentals payable by the Lessee under the Lease as herein amended and extended, the Lessee shall pay to the Port Authority an additional basic rental in accordance with the provisions of this paragraph. If during any annual period occurring during the period from the additional premises commencement date through the expiration date of the term of the letting under the Lease as herein amended and extended, the Port Authority shall not receive dockage charges and wharfage charges pursuant to the Port Authority's tariff, as incorporated in Federal Maritime Commission Schedule PA-9 (which charges are hereinafter called "dockage and wharfage charges" and which tariff is hereinafter called "the tariff"), on vehicles discharged to the Facility for the account of the Lessee and/or discharged from the Facility by the Lessee equal to or greater than the Guaranteed Annual Dockage and Wharfage Charge (as hereinafter defined) for that annual period, then the Lessee shall pay to the Port Authority an amount equal to the difference between (i) the Guaranteed Annual Dockage and Wharfage Charge for that annual period and (ii) the dockage and wharfage charges received by the Port Authority during that annual period on vehicles discharged to the Facility for the account of the Lessee and/or discharged from the Facility by the Lessee. "Guaranteed Annual Dockage and Wharfage Charge" shall mean the respective amount set forth in the Schedule annexed to this Agreement, hereby made a part hereof and marked "Schedule A" opposite the respective annual period.

Notwithstanding any other provision of the Lease as herein amended and extended, for purposes of the computation of the additional basic rental payable by the Lessee pursuant to the provisions of this subparagraph and subparagraphs (c) and (d) of this paragraph, the period from the additional premises commencement date through October 31, 1991, both dates inclusive, shall be deemed an annual period. In the event that the additional premises commencement date shall be postponed pursuant to the provisions of paragraph 8 hereof, the Guaranteed Annual Dockage and Wharfage Charge of $521,685 set forth in Schedule A for the annual period commencing on the additional premises commencement date shall be adjusted by multiplying $521,685 by a fraction, the numerator of which shall be the number of days from the additional premises commencement date through October 31, 1991, both dates inclusive, and the denominator of which shall be two hundred thirteen (213). The computation of additional basic rental for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period and without relation to any other annual period, or any other portion of any annual period. The time and manner of payment of the additional basic rental described in this subparagraph shall be as set forth in subparagraph (c) of this paragraph.

(c) In the event that any additional basic rental shall be payable by the Lessee to the Port Authority pursuant to the provisions of subparagraph (b) of this paragraph for any annual period to occur during the period from the additional premises commencement date through the expiration date of the term of the letting under the Lease as herein amended and extended, the Port Authority shall provide the Lessee with a written statement setting forth the dockage and wharfage charges received by the Port Authority during the annual period for which the statement is made on vehicles discharged to the Facility for the account of the Lessee and/or discharged from the Facility by the Lessee, and the additional basic rental owed by the Lessee to the Port Authority for such annual period. The Lessee shall pay to the Port Authority the additional basic rental set forth in the statement within thirty (30) days of the Lessee's receipt of such statement.

(d) Upon any termination of the letting under the Lease as herein amended and extended (even if stated to have the same effect as expiration), the Lessee shall pay to the Port Authority additional basic rental as determined pursuant to the provisions of this subparagraph. If the Projected Dockage and Wharfage Charges on the Lessee's Vehicles (as hereinafter defined) for the annual period in which the effective date of termination happens to fall shall not be equal to or greater than the Guaranteed Annual Dockage and Wharfage Charge for that annual period, then the Lessee shall pay to the Port Authority an amount equal to the difference between (i) the Guaranteed Annual Dockage

and Wharfage Charge for that annual period and (ii) the Projected Dockage and Wharfage Charges on the Lessee's Vehicles for that annual period. For purposes of this subparagraph, "the Projected Dockage and Wharfage Charges on the Lessee's Vehicles" shall mean the dockage and wharfage charges received by the Port Authority on vehicles discharged to the Facility for the account of the Lessee and/or discharged from the Facility by the Lessee from the commencement of the annual period in which the effective date of termination happens to fall through the effective date of termination, both dates inclusive, multiplied by a fraction, the numerator of which shall be three hundred sixty-five (365) and the denominator of which shall be the number of days from the commencement of the annual period in which the effective date of termination happens to fall through the effective date of termination, both dates inclusive. In the event that any additional basic rental shall be payable by the Lessee to the Port Authority pursuant to the provisions of this subparagraph, the Port Authority shall provide the Lessee with a written statement setting forth the Projected Dockage and Wharfage Charges on the Lessee's Vehicles and the amount of such additional basic rental owed by the Lessee to the Port Authority, and the Lessee shall pay such additional basic rental to the Port Authority within thirty (30) days of the Lessee's receipt of such statement.

(e) For purposes of this Agreement, the dockage charge on a vehicle shall be deemed to be the quotient obtained by dividing (i) the dockage charge received by the Port Authority pursuant to the tariff on a waterborne vessel from which vehicles were discharged to the Facility for the account of the Lessee and/or to which vehicles were discharged from the Facility by the Lessee by (ii) the number of such vehicles so discharged. Notwithstanding any other provision of this subparagraph or of the tariff, for purposes of the computation of the additional basic rental payable by the Lessee to the Port Authority pursuant to the provisions of subparagraphs (b) and (c) or subparagraph (d) of this paragraph, no dockage charge shall be deemed to have been received by the Port Authority (whether or not payment of such dockage charge was made to the Port Authority) with respect to any waterborne vessel which shall have discharged to the Facility any cargo other than "Toyota vehicles" and/or shall have had discharged to it from the Facility any cargo other than "Toyota vehicles". For purposes of this paragraph, a "Toyota vehicle" shall mean (i) any vehicle bearing the trademark or tradename "Toyota", (ii) any vehicle bearing the trademark or tradename "Lexus" and (iii) any other vehicle manufactured by Toyota Motor Corp. or any successor corporation thereto or by any corporation controlled by Toyota Motor Corp. or any successor corporation thereto; provided, however, that no vehicle shall be deemed to be a "Toyota vehicle" unless it shall have been discharged to the Facility for the account of the Lessee or shall have been

discharged from the Facility by the Lessee. "Successor corporation" as used in this subparagraph shall mean any corporation or corporations having direct ownership of substantially all of the manufacturing assets of a predecessor corporation. "Controlled" as used in this subparagraph shall mean ownership by Toyota Motor Corp. or any successor corporation thereto of a majority of the issued and outstanding shares of the capital stock and voting rights of another corporation. "Vehicle" shall have the meaning set forth in subparagraph (b) of paragraph 8 of Supplement No. 14 to the Lease.

(f) During the period from the additional premises commencement date through the expiration date of the term of the letting under the Lease as herein amended and extended, the Lessee shall provide the Port Authority with a written statement setting forth the following information within ten (10) days of the completion of the discharge of vehicles from any waterborne vessel to the Facility across a public wharf for the account of the Lessee and/or the discharge of vehicles to any waterborne vessel from the Facility across a public wharf by the Lessee: (i) the name of the waterborne vessel, (ii) the date or dates on which such vehicles were so discharged to the Facility and/or the date or dates on which such vehicles were so discharged from the Facility, and (iii) the cumulative number of each model of vehicle so discharged to the Facility and/or the cumulative number of each model of vehicle so discharged from the Facility.

10. Effective April 2, 1991, abatement of rental, if any, shall be computed in accordance with Standard Endorsement No. L27.4 attached hereto and hereby made a part hereof.

11. Effective upon the additional premises commencement date, the provisions of paragraph 7 of Supplement No. 14 to the Lease and the provisions of paragraph 8 of Supplement No. 15 to the Lease shall be null and void and of no further force or effect.

12. (a) In the event that any law, rule or regulation of any United States governmental body or agency having jurisdiction over the matter shall be passed or promulgated for the purpose of reducing the number of vehicles manufactured in Japan which may be imported into the United States (which law, rule or regulation is hereinafter called "the Import Control Legislation"), then for the purpose of calculating the amount of additional basic rental payable by the Lessee pursuant to the provisions of paragraph 9 hereof during the period when the Import Control Legislation shall remain in effect the Guaranteed Annual Dockage and Wharfage Charge shall be reduced for the annual period in which the Import Control Legislation shall become effective and for each annual period which shall occur thereafter during which

the Import Control Legislation shall remain in effect by multiplying the Guaranteed Annual Dockage and Wharfage Charge for each such annual period by a fraction, the numerator of which shall be the number of all vehicles manufactured in Japan and imported into the United States during the respective annual period and the denominator of which shall be the number of all vehicles manufactured in Japan and imported into the United States during the twelve (12) month period preceding the effective date of the Import Control Legislation.

(b) For the purposes of subparagraph (a) of this paragraph, the determination of the number of vehicles imported into the United States during any given year or annual period shall be made by the Port Authority based on reports of commodities imported into the United States issued by the Foreign Trade Division of the Bureau of the Census of the United States Department of Commerce. In the event that any number required for the computation set forth in subparagraph (a) of this paragraph is not available by the date that additional basic rental is payable pursuant to the provisions of paragraph 9 hereof, the Lessee shall pay the additional basic rental computed pursuant to the provisions of said paragraph 9 subject to retroactive adjustment at such time as the required number becomes available. In the event the Foreign Trade Division of the Bureau of the Census of the United States Department of Commerce shall cease to issue reports of commodities imported into the United States then for the purposes hereof there shall be substituted for such reports of commodities imported into the United States such other governmental statistical reports of a similar nature as the Port Authority may determine to be appropriate.

13. (a) In the event that the Lessee shall terminate the operation of its facilities for the importation of vehicles through the Port of Boston (the date of such termination being hereinafter called "the closure date") on or before October 31, 1993, then effective upon the closure date the provisions of paragraph 5 of Supplement No. 14 to the Lease shall be null and void and of no further force or effect, except that the Lessee shall be entitled to a final credit against the basic rental payable pursuant to the provisions of paragraph 1 of Supplement No. 14 to the Lease and paragraph 7 hereof at the time and in the manner hereinafter set forth. The Lessee shall provide the Port Authority with a written statement within twenty (20) days after the closure date stating that the aforesaid facilities have been terminated and setting forth the closure date, and also setting forth the cumulative number of vehicles discharged to the Facility across a public wharf for the account of the Lessee during the period from the commencement of the annual period in which the closure date happens to fall through the closure date, both dates inclusive, (which period is hereinafter called "the closure

period") which have been or are being transported outside the boundaries of New York, New Jersey, and Connecticut, the specific states to which such vehicles have been or are being shipped, and the number of such vehicles shipped or being shipped to each specific state. Any credit to be granted to the Lessee shall be calculated as follows: the cumulative number of vehicles discharged to the Facility for the account of the Lessee during the closure period with respect to which dockage and wharfage charges have been paid shall be divided by the number of days in the closure period and the quotient so obtained shall be multiplied by three hundred sixty-five (365) (the product of such calculation being hereinafter called "the Final Projected Number of Discharged Vehicles"). If the Final Projected Number of Discharged Vehicles for the closure period shall be in excess of seventy thousand (70,000), the cumulative number of vehicles discharged to the Facility for the account of the Lessee during the closure period with respect to which dockage and wharfage charges have been paid and which have been or are being transported to customers of the Lessee located outside the boundaries of the States of New York, New Jersey, and Connecticut shall be divided by the number of days in the closure period and the quotient so obtained shall be multiplied by three hundred sixty-five (365) (the product of such calculation being hereinafter called "the Final Projected Number of Discharged Vehicles to be Shipped Outside of the Lessee's New York Regional Sales Area"). The Lessee shall be entitled to a credit against its basic rental obligations in an amount equal to the product obtained by multiplying (i) the number of the Final Projected Number of Discharged Vehicles to be Shipped Outside of the Lessee's New York Regional Sales Area which does not exceed the difference between the Final Projected Number of Discharged Vehicles and seventy thousand (70,000) by (ii) Five Dollars and No Cents ($5.00). Any credit due the Lessee under this subparagraph shall be applied in equal monthly installments against monthly installments of basic rental payable by the Lessee during the twelve (12) month period commencing on the first day of the first calendar month following the Port Authority's receipt of the Lessee's statement until exhausted.

(b) In the event that the Lessee shall not terminate the operation of its facilities for the importation of vehicles through the Port of Boston on or before October 31, 1993, then effective November 1, 1993 the provisions of paragraph 5 of Supplement No. 14 to the Lease shall be null and void and of no further force or effect, except that any credit due the Lessee pursuant to the provisions of said paragraph 5 for the annual period ending October 31, 1993 shall be computed and applied pursuant to the provisions of said paragraph 5 as amended by the provisions of subparagraph (c) of this paragraph.

(c) Effective upon the additional premises commencement date, the provisions of paragraph 5 of Supplement No. 14 to the Lease shall be amended as set forth in this subparagraph. In the event that the Lessee shall claim a credit against basic rental pursuant to the provisions of paragraph 5 of said Supplement No. 14, the Lessee shall provide to the Port Authority the statement required to be provided for that purpose pursuant to the provisions of subparagraph (b) or (c), as the case may be, of paragraph 4 of said Supplement No. 14, except that (i) the statement need not be sworn to by the Lessee's chief financial officer and (ii) the statement shall set forth (aa) the cumulative number of vehicles discharged to the Facility across a public wharf for the account of Lessee during the annual period for which the statement is made which have been or are being transported outside the boundaries of New York, New Jersey, and Connecticut, (bb) the specific states to which such vehicles have been or are being shipped, and (cc) the number of such vehicles shipped or being shipped to each specific state. Any credit to be granted to the Lessee pursuant to the provisions of subparagraph (a) of paragraph 5 of said Supplement No. 14 shall be applied in equal monthly installments against monthly installments of basic rental payable by the Lessee pursuant to the provisions of paragraph 1 of said Supplement No. 14 and paragraph 7 hereof during the next succeeding annual period until exhausted. Except as specifically set forth in this subparagraph, the provisions of paragraph 5 of said Supplement No. 14, including without limitation the provisions of subparagraph (b) of said paragraph 5, shall not be amended in any respect whatsoever.

14. The Port Authority shall provide the Lessee with copies of the records and documentation employed by the Port Authority to prepare any statement rendered by the Port Authority to the Lessee pursuant to the provisions of paragraph 9 hereof setting forth additional basic rental payable by the Lessee to the Port Authority pursuant to the provisions of said paragraph 9; provided, that, such records and documentation as provided to the Lessee shall contain only such information that is subject to public access under the freedom of information policy of the Port Authority set forth in the resolution entitled "Freedom of Information - Port Authority Policy and Procedure" adopted at the meeting of the Committee on Operations of the Port Authority held on September 28, 1977 and that does not fall within any of the categories set forth in said resolution as to which public access may be denied. The Port Authority shall provide the Lessee with copies of such records and documentation upon written request from the Lessee to the Port Authority given within one hundred eighty (180) days of the date of receipt by the Lessee of the statement as to which the records and documentation pertain. The Lessee acknowledges and agrees that its rights under this paragraph are solely for the purpose of determining the amount of the dockage and wharfage charges actually

received by the Port Authority during the annual period for which the statement is made on vehicles discharged to the Facility for the account of the Lessee and/or discharged from the Facility by the Lessee, and further acknowledges and agrees that the amount of such dockage and wharfage charges actually received by the Port Authority during any annual period shall be determinative for purposes of the computation of any additional basic rental payable by the Lessee with respect to such annual period.

15. The following phrase shall be deemed inserted after the word "Lessee" appearing in the sixth line of paragraph 6 of Supplement No. 14 to the Lease:

> "and/or the discharge of vehicles from the Facility by the Lessee and all transactions relevant to the computation of any credit payable to the Lessee under the Lease as herein amended and extended"

16. Effective upon the additional premises commencement date, the provisions of paragraph 13 of Supplement No. 14 to the Lease shall be null and void and of no further force or effect and the following provisions of this paragraph shall be substituted therefor. Notwithstanding the provisions of Section 19 of the Terms and Conditions of the Lease and without otherwise limiting the generality thereof, the amount of damages for the period of time subsequent to any termination or cancellation of the term of the letting under the Lease as herein amended and extended (or re-entry, regaining, or resumption of possession) on account of the Lessee's additional basic rental obligations under paragraph 9 hereof shall be an amount equal to the then present value of all such additional basic rental payable during the balance of the term of the letting under the Lease as herein amended and extended following the effective date of termination or cancellation (or re-entry, regaining, or resumption of possession); the amount of such additional basic rental payable during the balance of the term of the letting under the Lease as herein amended and extended following the effective date of termination or cancellation (or re-entry, regaining, or resumption of possession) shall be the sum of each Guaranteed Annual Dockage and Wharfage Charge set forth in Schedule A for each annual period (including the last annual period falling within the effective period) that would have occurred during such balance of the term of the letting under the Lease as herein amended and extended, except that any such Charge for the last annual period falling within the effective period shall be reduced by any amount paid pursuant to paragraph 9(d) hereof and shall be subject to offset pursuant to paragraph 9(b) hereof.

17. The phrase "extended term of the letting under the Lease as herein amended" wherever it appears in Supplement No. 14 to the Lease shall be deemed to mean the term of the letting under the Lease as herein amended and extended for the period from November 1, 1986 through the expiration date of the term of the letting under the Lease as herein amended and extended set forth in paragraph 1 of this Agreement. As used in the Lease as herein amended and extended, including without limitation paragraphs 9 and 13 of this Agreement, the term "the Facility" shall mean Port Newark as defined in Standard Endorsement No. L19.4 annexed to the Lease. As used in this Agreement, the term "public wharf" shall have the meaning set forth in Item 335 of the tariff.

18. Effective April 2, 1991, the provisions of subparagraph (a) of paragraph 9 of Supplement No. 14 to the Lease shall be null and void and of no further force or effect.

19. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

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

21. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

22. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or

warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

SECRETARY

By LILLIAN C. LIBURDI

(Title) DIRECTOR, PORT DEPARTMENT

(Seal)

ATTEST:

Secretary

TOYOTA MOTOR SALES, U.S.A., INC.

By

(Title) Group Vice President

(Corporate Seal)

APPROVED:

FORM

TERMS

(a) If at any time the Lessee shall become entitled to an abatement of basic rental under the provisions of this Agreement or otherwise, such abatement shall be computed as follows:

(1) For each square foot of usable open area the use of which is denied to the Lessee, at the annual rate of $ 0.6642 *

(2) For each square foot of usable covered area the use of which is denied to the Lessee, at the annual rate of $ Not Applicable

(b) If no rates are filled in above then the abatement of basic rental shall be made on an equitable basis, giving effect to the amount and character of the area the use of which is denied the Lessee, as compared with the entire area of such character included in the premises.

(c) If an exemption amount is fixed in this Agreement, it shall be reduced in the same proportion as the total basic rental is abated.

(d) For the purposes of this Endorsement, the number of square feet of covered area shall be computed as follows: by measuring from the inside surface of outer building walls to the surface of the public area side, or of the non-exclusive area side, as the case may require, of all partitions separating the area measured from adjoining areas designated for the use of the public or for use by the Lessee in common with others, and to the center of partitions separating the area measured from adjoining area exclusively used by others; no deduction will be made for columns, partitions, pilasters or projections necessary to the building and contained within the area measured. Permanent partitions enclosing elevator shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues, stacks and any vertical shafts have the same relation to the area measured as do outer building walls.

(e) In the event that during the term of the letting under this Agreement the Lessee shall be partially evicted (actually or constructively) and shall remain in possession of the premises or the balance thereof, the Lessee agrees that notwithstanding it might have the right to suspend payment of the rent in the absence of this provision, it will pay at the times and in the manner herein provided, the full basic rental less only an abatement thereof computed in accordance with the above.

* for the period from April 2,1991 through October 31, 1992; $0.7184 for the period from November 1, 1992 through October 31, 1994; $0.7770 for the period from November 1, 1994 through October 31, 1996; $0.8404 for the period from November 1, 1996 through October 31, 1998; $0.9090 for the period from November 1, 1998 through October 31, 2000; $0.9832 for the period from November 1, 2000 through October 31, 2002; $1.0634 for the period from November 1, 2002 through October 31, 2004; and $1.1502 for the period from November 1, 2004 through October 31, 2006.

Standard Endorsement No. L 27.4

Abatement

All Marine Terminals

10/6/68

SCHEDULE A

The Guaranteed Annual Dockage and Wharfage Charge referred to in paragraph 9 of the Agreement to which this schedule is annexed for each respective annual period occurring during the period from the additional premises commencement date through the expiration date of the letting under the Lease as herein amended and extended is the respective amount set forth below opposite the respective annual period.

Annual Period	Guaranteed Annual Dockage and Wharfage Charge
For the annual period from the additional premises commencement date through October 31, 1991	$ 521,685
For the annual period from November 1, 1991 through October 31, 1992	$ 893,966
For the annual period from November 1, 1992 through October 31, 1993	$ 966,914
For the annual period from November 1, 1993 through October 31, 1994	$ 966,914
For the annual period from November 1, 1994 through October 31, 1995	$1,045,813
For the annual period from November 1, 1995 through October 31, 1996	$1,045,813
For the annual period from November 1, 1996 through October 31, 1997	$1,131,151
For the annual period from November 1, 1997 through October 31, 1998	$1,131,151

Annual Period	Guaranteed Annual Dockage and Wharfage Charge
For the annual period from November 1, 1998 through October 31, 1999	$1,223,453
For the annual period from November 1, 1999 through October 31, 2000	$1,223,453
For the annual period from November 1, 2000 through October 31, 2001	$1,323,286
For the annual period from November 1, 2001 through October 31, 2002	$1,323,286
For the annual period from November 1, 2002 through October 31, 2003	$1,431,266
For the annual period from November 1, 2003 through October 31, 2004	$1,431,266
For the annual period from November 1, 2004 through October 31, 2005	$1,548,057
For the annual period from November 1, 2005 through October 31, 2006	$1,548,057

FORM XLD—Ack., N.J. s1380

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

On this 9th day of April, 19 91, before me, the subscriber, a notary public of New York, personally appeared JULIAN C. LIBURDI the DIRECTOR, PORT DEPARTMENT of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Frank Wyspianski Jr.
(notarial seal and stamp)

FRANK WYSPIANSKI JR.
NOTARY PUBLIC, State of New York
No. 9759825
Qualified in Suffolk County
Commission Expires April 30, 1992

STATE OF California }
COUNTY OF Los Angeles } ss.

On this 12th day of March, 19 91, before me, the subscriber, a Notary Public, personally appeared Hiroshi Imai the Group Vice-President of TOYOTA MOTOR SALES, U.S.A., INC. who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

OFFICIAL SEAL
LYDIA I. RICO
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires May 11, 1992

(notarial seal and stamp)

STATE OF }
COUNTY OF } ss.

Be it remembered that on this _____ day of _____, 19____, before me, the subscriber, a _____, personally appeared _____ who I am satisfied is the person named in and who executed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

(notarial seal and stamp)

(EX. 4)

Port Authority Lease No. L-NS-900
Supplement No. 18

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of April 3, 2002, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and TOYOTA MOTOR SALES, U.S.A., INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of September 18, 1976, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey, all as more particularly described in the Lease; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. The term of the letting under the Lease is hereby extended for the period ending at 11:59 o'clock P.M. on October 31, 2018, unless sooner terminated.

2. The Lessee shall pay basic rental to the Port Authority during the extension as follows: (a) during the period from November 1, 2006 through October 31, 2007, both dates inclusive, at the annual rate of Four Million Six Hundred Sixteen Thousand Nine Hundred Ninety Dollars and Ten Cents ($4,616,990.10) payable in advance in equal monthly installments of Three Hundred Eighty-four Thousand Seven Hundred Forty-nine Dollars and Eighteen Cents ($384,749.18) on November 1, 2006 and on the first day of each calendar month thereafter during such period; (b) during the period from November 1, 2007 through October 31, 2008, both dates inclusive, at the annual rate of Four Million Seven Hundred Seventy-eight Thousand Five Hundred Eighty-four Dollars and Seventy-five Cents ($4,778,584.75) payable in advance in equal monthly installments of Three Hundred Ninety-eight Thousand Two Hundred Fifteen Dollars and Forty Cents ($398,215.40) on November 1, 2007 and on the first day of each

calendar month thereafter during such period; (c) during the period from November 1, 2008 through October 31, 2009, both dates inclusive, at the annual rate of Four Million Nine Hundred Forty-five Thousand Eight Hundred Thirty-five Dollars and Twenty-two Cents ($4,945,835.22) payable in advance in equal monthly installments of Four Hundred Twelve Thousand One Hundred Fifty-two Dollars and Ninety-three Cents ($412,152.93) on November 1, 2008 and on the first day of each calendar month thereafter during such period; (d) during the period from November 1, 2009 through October 31, 2010, both dates inclusive, at the annual rate of Five Million One Hundred Eighteen Thousand Nine Hundred Thirty-nine Dollars and Forty-five Cents ($5,118,939.45) payable in advance in equal monthly installments of Four Hundred Twenty-six Thousand Five Hundred Seventy-eight Dollars and Twenty-nine Cents ($426,578.29) on November 1, 2009 and on the first day of each calendar month thereafter during such period; (e) during the period from November 1, 2010 through October 31, 2011, both dates inclusive, at the annual rate of Five Million Two Hundred Ninety-eight Thousand One Hundred Two Dollars and Thirty-three Cents ($5,298,102.33) payable in advance in equal monthly installments of Four Hundred Forty-one Thousand Five Hundred Eight Dollars and Fifty-three Cents ($441,508.53) on November 1, 2010 and on the first day of each calendar month thereafter during such period; (f) during the period from November 1, 2011 through October 31, 2012, both dates inclusive, at the annual rate of Five Million Four Hundred Eighty-three Thousand Five Hundred Thirty-five Dollars and Ninety-two Cents ($5,483,535.92) payable in advance in equal monthly installments of Four Hundred Fifty-six Thousand Nine Hundred Sixty-one Dollars and Thirty-three Cents ($456,961.33) on November 1, 2011 and on the first day of each calendar month thereafter during such period; (g) during the period from November 1, 2012 through October 31, 2013, both dates inclusive, at the annual rate of Five Million Six Hundred Seventy-five Thousand Four Hundred Fifty-nine Dollars and Sixty-seven Cents ($5,675,459.67) payable in advance in equal monthly installments of Four Hundred Seventy-two Thousand Nine Hundred Fifty-four Dollars and Ninety-seven Cents ($472,954.97) on November 1, 2012 and on the first day of each calendar month thereafter during such period; (h) during the period from November 1, 2013 through October 31, 2014, both dates inclusive, at the annual rate of Five Million Eight Hundred Seventy-four Thousand One Hundred Dollars and Seventy-six Cents ($5,874,100.76) payable in advance in equal monthly installments of Four Hundred Eighty-nine Thousand Five Hundred Eight Dollars and Forty Cents ($489,508.40) on November 1, 2013 and on the first day of each calendar month thereafter during such period; (i) during the period from November 1, 2014 through October 31, 2015, both dates inclusive, at the annual rate of Six Million

Seventy-nine Thousand Six Hundred Ninety-four Dollars and Twenty-nine Cents ($6,079,694.29) payable in advance in equal monthly installments of Five Hundred Six Thousand Six Hundred Forty-one Dollars and Nineteen Cents ($506,641.19) on November 1, 2014 and on the first day of each calendar month thereafter during such period; (j) during the period from November 1, 2015 through October 31, 2016, both dates inclusive, at the annual rate of Six Million Two Hundred Ninety-two Thousand Four Hundred Eighty-three Dollars and Fifty-nine Cents ($6,292,483.59) payable in advance in equal monthly installments of Five Hundred Twenty-four Thousand Three Hundred Seventy-three Dollars and Sixty-three Cents ($524,373.63) on November 1, 2015 and on the first day of each calendar month thereafter during such period; (k) during the period from November 1, 2016 through October 31, 2017, both dates inclusive, at the annual rate of Six Million Five Hundred Twelve Thousand Seven Hundred Twenty Dollars and Fifty-one Cents ($6,512,720.51) payable in advance in equal monthly installments of Five Hundred Forty-two Thousand Seven Hundred Twenty-six Dollars and Seventy-one Cents ($542,726.71) on November 1, 2016 and on the first day of each calendar month thereafter during such period; and (l) during the period from November 1, 2017 through October 31, 2018, both dates inclusive, at the annual rate of Six Million Seven Hundred Forty Thousand Six Hundred Sixty-five Dollars and Seventy-three Cents ($6,740,665.73) payable in advance in equal monthly installments of Five Hundred Sixty-one Thousand Seven Hundred Twenty-two Dollars and Fourteen Cents ($561,722.14) on November 1, 2017 and on the first day of each calendar month thereafter during such period.

3. Effective November 1, 2006, abatement of basic rental, if any, to which the Lessee may be entitled shall be computed in accordance with the provisions of Standard Endorsement No. L27.4 attached hereto and hereby made a part hereof.

4. (a) Effective November 1, 2003, the Lessee shall pay an additional basic rental (hereinafter called "the Non-waterborne Vehicle Rental") for each vehicle permitted to be on the premises under the provisions of paragraph 1 of Supplement No. 16 to the Lease as a vehicle "not waterborne to the Facility for consolidation with imported vehicles to facilitate the distribution thereof" (any such "not waterborne" vehicle being hereinafter called a "Non-waterborne Vehicle"). The Lessee shall pay the Non-waterborne Vehicle Rental for each Non-waterborne Vehicle transported onto the premises from and after November 1, 2003 on a one-time basis equal to the product obtained by multiplying each such Non-waterborne Vehicle by the Unit Rate. The Non-waterborne Vehicle Rental shall be incurred with respect

to a Non-waterborne Vehicle on the day that the Non-waterborne Vehicle is first transported onto the premises; provided, however, that the Non-waterborne Vehicle Rental shall not apply to any Non-waterborne Vehicles already on the premises on November 1, 2003. The Lessee shall pay the Non-waterborne Vehicle Rental as follows: on the thirtieth day of the month following the end of each Annual Period occurring during the period from November 1, 2003 through the expiration of the term of the letting, the Lessee shall render to the Port Authority a statement certified by a responsible officer of the Lessee setting forth the number of Non-waterborne Vehicles transported onto the premises during the Annual Period for which the statement is made and the number of such Non-waterborne Vehicles which are not subject to the Non-waterborne Vehicle Rental under the provisions of subparagraph (b) of this paragraph, and the Non-waterborne Vehicle Rental due to the Port Authority under this paragraph for said Annual Period shall be remitted within sixty (60) days following the date set forth above for the Lessee to render said statement.

(b) Notwithstanding any provision to the contrary contained in subparagraph (a) of this paragraph, if the Lessee is prevented from distributing imported vehicles and Non-waterborne Vehicles consolidated with such imported vehicles from the premises as a result of a "Force Majeure Event", as that term is hereinafter defined in this subparagraph, then the date that the Non-waterborne Vehicle Rental is incurred with respect to any Non-waterborne Vehicle shall be postponed for the number of days equal to the lesser of the following number of days (which lesser number of days shall be deemed to constitute such Vehicle's "Postponement Period"): (i) the number of days that the distribution of the Non-waterborne Vehicle from the premises is delayed by the occurrence of the Force Majeure Event, or (ii) fourteen (14) days. Notwithstanding any provision to the contrary contained in subparagraph (a) of this paragraph, in the event that a Non-waterborne Vehicle shall be distributed from the premises such that it was present on the premises for not longer than its Postponement Period, then the Non-waterborne Vehicle Rental shall not be payable for such Non-waterborne Vehicle. On the thirtieth day following the end of the Force Majeure Event, the Lessee shall render to the Port Authority a statement certified by a responsible officer of the Lessee fully describing the Force Majeure Event and the duration thereof, the number of Non-waterborne Vehicles for which the Non-waterborne Vehicle Rental will not be payable pursuant to the provisions of this paragraph and the dollar amount thereof, the Postponement Period for each such Non-waterborne Vehicle, and the number of days each such Non-waterborne Vehicle was on the premises. The Lessee

shall supply the Port Authority with such supporting documents and records as the Port Authority shall deem necessary to substantiate the matters set forth in the certificate. After examination of such certificate, and any such supporting documents and records, the Port Authority shall notify the Lessee of the number of Non-waterborne Vehicles for which the Non-waterborne Vehicle Rental will not be payable pursuant to the provisions of this paragraph and the dollar amount thereof, and if such number shall be different from the number of such Non-waterborne Vehicles set forth in the Lessee's certificate, the Port Authority's notice shall set forth the basis for the adjustment. For purposes of this paragraph, a "Force Majeure Event" shall mean causes or conditions beyond the Lessee's control, including without limitation thereto, (x) strikes, boycotts, picketing, slow-downs, work stoppages or labor troubles of any other type beyond the Lessee's control, and (y) transportation problems beyond the Lessee's control.

5. (a) Effective November 1, 2003, the provisions of paragraph 9 of Supplement No. 17 to the Lease (except for subparagraph (e) thereof) shall be null and void and of no further force or effect, except that the Lessee shall make a final payment of any additional basic rental payable to the Port Authority under said paragraph 9 for the annual period ending on October 31, 2003 at the time and in the manner set forth in said paragraph 9.

(b) As used in this Agreement, the following terms shall have the meanings set forth below:

(1) The term "Annual Period" shall mean, as the context requires, the twelve-month period commencing on November 1, 2003, and each succeeding twelve-month period commencing on each November 1st occurring thereafter during the term of the letting under the Lease as herein amended.

(2) The term "Guaranteed Annual Throughput Number" shall mean one hundred fifty thousand (150,000) for each Annual Period to occur during the term of the letting under the Lease as herein amended.

(c) In addition to all other basic rentals payable by the Lessee under the Lease as herein amended, the Lessee shall pay to the Port Authority an additional basic rental (hereinafter called the "Annual Throughput Rental") in accordance with the provisions of this paragraph including, without limitation, the provisions of subparagraph (i) of this paragraph providing for the reduction of the Annual Throughput Rental. If

the Port Authority shall not receive dockage charges and wharfage charges pursuant to the Port Authority's tariff, as incorporated in FMC Schedule PA-10, or any successor tariff, as the same may be amended from time to time during the term of the letting (which charges are hereinafter sometimes called "Dockage and Wharfage Charges" and which tariff is hereinafter called "the Tariff"), on at least the Guaranteed Annual Throughput Number of vehicles discharged to the Facility for the account of the Lessee and/or discharged from the Facility by the Lessee during any Annual Period occurring during the period from November 1, 2003 through the expiration date of the term of the letting, then the Lessee shall pay to the Port Authority an amount equal to the product obtained by multiplying (1) the difference between the Guaranteed Annual Throughput Number and the number of vehicles discharged to the Facility for the account of the Lessee and/or discharged from the Facility by the Lessee during such Annual Period as to which the Port Authority received Dockage and Wharfage Charges by (2) the sum of Eight Dollars and Forty Cents ($8.40) (hereinafter called the "Unit Rate"). The Unit Rate shall be adjusted during the term of the letting proportionately to such adjustments as may be made to the per ton wharfage charge for unboxed automobiles discharged at public berths located at the Port Authority's Marine Terminal facilities, as set forth in the Tariff. The time and manner of payment of the Annual Throughput Rental shall be as set forth in subparagraph (d) of this paragraph.

The computation of the Annual Throughput Rental for each Annual Period, or a portion of an Annual Period as herein provided, shall be individual to such Annual Period and without relation to any other Annual Period, or any other portion of any Annual Period.

(d) The Lessee shall pay the Annual Throughput Rental described in subparagraph (c) of this paragraph as follows: on the thirtieth day of the month following the end of each Annual Period occurring during the period from November 1, 2003 through the expiration of the term of the letting, the Lessee shall render to the Port Authority a statement certified by a responsible officer of the Lessee setting forth the number of vehicles discharged to the Facility for the account of the Lessee and/or discharged from the Facility by the Lessee during the Annual Period for which the statement is made as to which the Port Authority has received Dockage and Wharfage Charges. Whenever any such statement shall show that the number of vehicles discharged to the Facility for the account of the Lessee and/or discharged from the Facility by the Lessee during that Annual Period as to which the Port Authority has received Dockage

and Wharfage Charges is less than the Guaranteed Annual Throughput Number, the Lessee shall pay within sixty (60) days following the date set forth above for the rendering of said statement an amount equal to the product obtained by multiplying (1) the difference between the Guaranteed Annual Throughput Number and the number of vehicles discharged to the Facility for the account of the Lessee and/or discharged from the Facility by the Lessee during that Annual Period as to which the Port Authority has received Dockage and Wharfage Charges by (2) the Unit Rate.

(e) Upon any termination of the letting hereunder (even if stated to have the same effect as expiration), the Lessee shall render to the Port Authority on the thirtieth day of the first month following the month in which the effective date of such termination occurs a statement certified by a responsible officer of the Lessee setting forth the number of vehicles discharged to the Facility for the account of the Lessee and/or discharged from the Facility by the Lessee during the period from the commencement of the Annual Period in which the effective date of termination occurs through the effective date of termination as to which the Port Authority has received Dockage and Wharfage Charges. The statement shall also set forth the product obtained by multiplying (1) the number of vehicles described in the immediately preceding sentence by (2) a fraction, the numerator of which shall be 365 and the denominator of which shall be the number of days from the commencement of the Annual Period in which the effective date of termination occurs through the effective date of termination (the result of such calculation being hereinafter called "the Projected Number of the Lessee's Vehicles"). If the Projected Number of the Lessee's Vehicles is less than the Guaranteed Annual Throughput Number as of the effective date of termination, then the Lessee shall pay to the Port Authority Annual Throughput Rental for the Annual Period in which the effective date of termination occurs in an amount equal to the product obtained by multiplying (i) the difference between the Guaranteed Annual Throughput Number and the Projected Number of the Lessee's Vehicles by (ii) the Unit Rate as of the effective date of termination. Any Annual Throughput Rental due to the Port Authority under this subparagraph shall be remitted within sixty (60) days following the date set forth above for the rendering of the statement referred to herein.

(f) For purposes of this Agreement, the dockage charge on a vehicle shall have the meaning set forth in subparagraph (e) of paragraph 9 of Supplement No. 17 to the Lease.

(g) During the period from November 1, 2003 through the expiration date of the term of the letting, the Lessee shall continue to provide the Port Authority with a written statement setting forth the following information within thirty (30) days of the completion of the discharge of vehicles from any waterborne vessel to the Facility across a public wharf for the account of the Lessee and/or the discharge of vehicles to any waterborne vessel from the Facility across a public wharf by the Lessee: (1) the name of the waterborne vessel, (2) the date or dates on which such vehicles were so discharged to the Facility and/or the date or dates on which such vehicles were so discharged from the Facility, and (3) the cumulative number of each model of vehicle so discharged to the Facility and/or the cumulative number of each model of vehicle so discharged from the Facility.

(h) Effective November 1, 2003, the provisions of paragraph 16 of Supplement No. 17 to the Lease shall be null and void and of no further force or effect. Effective November 1, 2003, the obligations of the Lessee set forth in paragraph (b) of Section 19 of the Terms and Conditions of the Lease entitled "Survival of the Obligations of the Lessee" shall include the following obligation in the event of the termination of the Lease as herein amended under Section 16 of said Terms and Conditions entitled "Termination" (any such termination being hereinafter in this paragraph called a "Termination"): on account of the Lessee's obligation to pay the Annual Throughput Rental, an amount equal to all such Annual Throughput Rental payable as provided for in paragraph 5 hereof for the balance of the term of the letting, as provided for in paragraph 1 hereof, following the effective date of the Termination (which remaining term of the letting is hereinafter called "the Remaining Term"); the amount of such Annual Throughput Rental payable as provided for in paragraph 5 of this Agreement for the Remaining Term shall be derived by multiplying the number of whole Annual Periods that would have occurred during the Remaining Term by the product of (1) the Unit Rate and (2) the Guaranteed Annual Throughput Number.

(i) Notwithstanding any other provision contained in this paragraph, the Annual Throughput Rental payable under the provisions of this paragraph for any Annual Period shall be reduced by an amount equal to the lesser of (1) the Non-waterborne Vehicle Rental payable by the Lessee pursuant to the provisions of paragraph 4 hereof for such Annual Period or (2) the product obtained by multiplying the Unit Rate by the following respective number: (i) twenty thousand (20,000) for any Annual Period to occur during the period from November 1, 2003

through October 31, 2008; (ii) fifteen thousand (15,000) for any Annual Period to occur during the period from November 1, 2008 through October 31, 2013; and (iii) ten thousand (10,000) for any Annual Period to occur during the period from November 1, 2013 through October 31, 2018. The computation of the reduction of the Annual Throughput Rental by the Non-waterborne Vehicle Rental for each Annual Period, or a portion of an Annual Period, shall be individual to such Annual Period and without relation to any other Annual Period, or any other portion of any Annual Period.

6. (a) Effective November 1, 2003, if the number of vehicles discharged to the Facility for the account of the Lessee and/or discharged from the Facility by the Lessee with respect to which Dockage and Wharfage Charges have been paid shall be fewer than one hundred fifteen thousand (115,000) (hereinafter called the "Consecutive Annual Throughput Number") for each of any three consecutive Annual Periods occurring during the period from November 1, 2003 through the expiration date of the term of the letting, the Port Authority shall have the right to terminate the letting under the Lease as herein amended as to the portion of the premises shown in diagonal crosshatching on Exhibit A-15 annexed hereto (which portion of the premises is hereinafter called "the Eliminated Premises") on one hundred twenty (120) days' prior written notice given to the Lessee within one hundred eighty (180) days following the last day of the third of such three consecutive Annual Periods. Termination of the letting under the Lease as herein amended as to the Eliminated Premises pursuant to the provisions of this subparagraph shall have the same effect as if the effective date of termination stated in the notice were the date of expiration of the letting of the Eliminated Premises under the Lease as herein amended. Termination of the letting of the Eliminated Premises pursuant to the provisions of this subparagraph shall not affect the continuation of the letting under the Lease as herein amended of the remaining portion of the premises heretofore let to the Lessee under the Lease as herein amended and the letting of the remaining portion of the premises under the Lease as herein amended shall continue in full force and effect, subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as herein amended notwithstanding such termination.

(b) Upon any termination of the letting as to the Eliminated Premises pursuant to the provisions of subparagraph (a) of this paragraph, the Lessee shall be entitled to an abatement of the basic rental provided for under the Lease as herein amended computed in accordance with Standard Endorsement No. L27.4 attached hereto. In addition, upon any such

termination of the letting as to the Eliminated Premises, the Guaranteed Annual Throughput Number for each Annual Period following the Annual Period in which the effective date of such termination occurs shall be adjusted to mean one hundred thirty-three thousand five hundred (133,500). No such adjustment shall be retroactive to any Annual Period occurring prior to the Annual Period in which the effective date of such termination occurs. The Guaranteed Annual Throughput Number for the Annual Period in which the effective date of such termination occurs shall be adjusted as follows: (1) the Guaranteed Annual Throughput Number shall be multiplied by the decimal 0.11 and the result of that computation multiplied by a fraction, the numerator of which shall be the number of days during the period from the day next following the effective date of such termination through the last day of the Annual Period in which the effective date of such termination occurs, both dates inclusive, and the denominator of which shall be three hundred sixty-five (365); and (2) the result of the computations described in subdivision (1) immediately above shall be subtracted from the Guaranteed Annual Throughput Number, with the result thereof rounded off to the nearest whole number to be the adjusted Guaranteed Annual Throughput Number for the Annual Period in which such effective date of termination occurs. For example, if the effective date of termination as to the Eliminated Premises happens to fall on February 28, 2013, then the Guaranteed Annual Throughput Number for the Annual Period from November 1, 2013 through October 31, 2014 shall be adjusted as follows:

(i) $150{,}000 \times .11 = 16{,}500 \times \frac{245}{365} = 11{,}075.341$; and

(ii) 150,000 - 11,075.341 = 138,924.66, which rounded off to 138,925 is the adjusted Guaranteed Annual Throughput Number for the Annual Period from November 1, 2013 through October 31, 2014.

(c) Notwithstanding any other provision contained in this paragraph, the Consecutive Annual Throughput Number for any Annual Period shall be reduced by a number equal to the lesser of (1) the number of Non-waterborne Vehicles as to which the Lessee paid Non-waterborne Vehicle Rental pursuant to the provisions of paragraph 4 hereof for such Annual Period or (2) the following respective number: (i) twenty thousand (20,000) for any Annual Period to occur during the period from November 1, 2003 through October 31, 2008; (ii) fifteen thousand (15,000) for any Annual Period to occur during the period from November 1, 2008 through October 31, 2013; and (iii) ten thousand (10,000) for any Annual Period to occur during the period from November 1, 2013 through October 31, 2018. The computation of the reduction

of the Consecutive Annual Throughput Number by the number of Non-waterborne Vehicles for each Annual Period, or a portion of an Annual Period, shall be individual to such Annual Period and without relation to any other Annual Period, or any other portion of any Annual Period.

7. (a) The provisions of Standard Endorsement No. L21.1 to the Lease, as amended by paragraph 3 of Supplement No. 14 to the Lease, shall be further amended as follows: (1) the dollar amount "$2,000,000" set forth respectively in the seventh and tenth lines of subparagraph (b) of said paragraph 3 shall be deemed deleted therefrom and the dollar amount "$5,000,000" shall be deemed inserted in lieu thereof in both of said lines; (2) wherever the word "comprehensive" appears in said Standard Endorsement No. L21.1 or said paragraph 3, it shall be deemed deleted therefrom and the word "commercial" shall be deemed inserted in lieu thereof; and (3) the words "and earthquake" shall be deemed inserted in the last line of subparagraph (b) of said paragraph 3 immediately after the word "flood". Without limiting the generality of any provision of the Lease as herein amended, the Lessee agrees that with respect to any policies of liability insurance required to be maintained by it under the Lease as herein amended, the Port Authority shall be an additional insured for purposes of both premises-operations and completed operations.

(b) A certified copy of each policy or policies or a certificate or certificates evidencing compliance with the terms set forth above, and in compliance with the terms and provisions of the Lease as herein amended, shall be delivered to the Port Authority simultaneously with the delivery of an executed copy of this Agreement by the Lessee. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or certificate.

8. Effective November 1, 2006, the Lessee shall assume all obligations of maintenance, repair and replacement with respect to all of the paved areas of the premises, with such obligations to be as set forth in Section 7 of the Terms and Conditions of the Lease, and the words "exterior pavement" set forth in the eighth line of Special Endorsement No. 1 to the Lease shall be and be deemed deleted therefrom. Notwithstanding the provisions of the immediately preceding sentence, the Lessee's said obligations of repair and replacement shall not extend to any structural defect existing on November 1, 2006 in the exterior pavement if (a) the structural defect is not the result of the Lessee's acts or omissions and (b) the structural defect is described in detail in a written notice provided by the

Lessee to the Port Authority at any time from May 1, 2006 through October 31, 2006. In the event that the Lessee notifies the Port Authority of a structural defect or defects pursuant to the provisions of the immediately preceding sentence, the Port Authority shall proceed to repair or replace such defective portion or portions of the pavement in accordance with the provisions of Special Endorsement No. 1 to the Lease and shall have three hundred sixty-five (365) days following its receipt of the Lessee's notice to perform said work. In the event that any defect or defects described by the Lessee in its said notice becomes more extensive before corrective action is taken by the Port Authority pursuant to the provisions of the immediately preceding sentence, the Port Authority agrees to repair or replace such defective portion or portions of the pavement as it or they shall exist at the time such corrective action is taken by the Port Authority. Except as provided herein, all of the provisions of Section 7 of the Terms and Conditions of the Lease and of Special Endorsement No. 1 to the Lease shall remain in full force and effect.

9. Upon receipt by the Port Authority from the Lessee or its shipping company, or its representative designated for such purpose by written notice from the Lessee to the Port Authority, of at least seventy-two (72) hours' prior written notice of the arrival of a seagoing vessel carrying vehicles intended to be discharged to the Facility for preparation at the premises or a seagoing vessel onto which vehicles are intended to be loaded following preparation at the premises, the Port Authority will make available the berthing area at Berth 25 at the Facility shown in diagonal hatching on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A-16" (hereinafter called "the Berthing Area") to said seagoing vessel for said purpose. Such preferential use of the Berthing Area shall be under such berthing permit as the Port Authority may issue upon application therefor prior to arrival of the seagoing vessel and subject to the provisions of the Tariff including, without limitation, payment to the Port Authority with respect to each seagoing vessel of Dockage and Wharfage Charges. Except as expressly provided for in this paragraph, the Lessee shall have no rights to the use of the Berthing Area for the berthing of seagoing vessels.

10. (a)(1) The Lessee understands that construction and installation work is required in order to prepare and maintain the premises for the Lessee's continued use and occupancy. The Lessee agrees to and shall perform the following categories of work (which work is hereinafter called "the Lessee's Construction Work"): (i) the upgrade of the carwash

facilities; (ii) the upgrade of the maintenance facilities; and (iii) the upgrade of the post-production option facility, including office and administrative space. The Lessee agrees that it will complete the Lessee's Construction Work by December 31, 2004, subject to postponement for one day for each day that the completion of the Lessee's Construction Work is delayed by causes or conditions beyond the Lessee's control, including without limitation thereto, strikes, boycotts, picketing, slow-downs, work stoppages or labor troubles of any other type beyond the Lessee's control.

(2) The Lessee shall have the option to have the Port Authority provide funding for the Lessee's Construction Work in the amount of "the Construction Work Reimbursement Amount", as such term is defined in subparagraph (p) of this paragraph, subject to and in accordance with the provisions of said subparagraph (p) and of subparagraphs (q) and (r) of this paragraph providing for said funding, and subject to and in accordance with the provisions of paragraph 11 hereof providing for the payment by the Lessee of rentals and paragraph 14 hereof providing for the Lessee's waiver of tax credits and depreciation in the event of said funding (which option is hereinafter called "the Funding Option"). The Lessee shall exercise the Funding Option by providing written notice to the Port Authority to such effect not later than August 1, 2002, which notice shall be irrevocable. In the event that the Lessee shall not exercise the Funding Option, the provisions of subparagraphs (p), (q) and (r) of this paragraph and the provisions of paragraphs 11 and 14 hereof shall be null and void and of no further force or effect. Except as specifically set forth in the immediately preceding sentence, all of the provisions of this Agreement shall continue in full force and effect. Without limiting the generality of any provision of this subparagraph, in the event that the Lessee shall not exercise the Funding Option, the Port Authority shall promptly return to the Lessee the Port Authority's counterpart of the form of election described in subparagraph (a) of paragraph 14 hereof, and such election shall be null and void and of no force or effect.

(b) With respect to the Lessee's Construction Work the Lessee shall indemnify and save harmless the Port Authority, and its Commissioners, officers, agents and employees against the following distinct and several risks, whether they arise from acts or omissions of the Lessee, any contractors of the Lessee, the Port Authority, third persons, or from acts of God or the public enemy, or otherwise, excepting only risks which result solely from affirmative wilful acts done by the Port Authority subsequent to commencement of the work:

(i) The risk of loss or damage to all such construction prior to the completion thereof. In the event of such loss or damage, the Lessee shall forthwith repair, replace and make good the work without cost to the Port Authority;

(ii) The risk of death, injury or damage, direct or consequential, to the Port Authority, and its Commissioners, officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work. The Lessee shall indemnify the Port Authority, and its Commissioners, officers, agents and employees, for all such injuries and damages, and for all loss suffered by reason thereof;

(iii) The risk of claims and demands, just or unjust, by third persons against the Port Authority, and its Commissioners, officers, agents and employees, arising or alleged to arise out of the performance of the work. The Lessee shall indemnify the Port Authority, and its Commissioners, officers, agents and employees, against and from all such claims and demands, and for all loss and expense incurred by it and by them in the defense, settlement or satisfaction thereof including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential.

(c) Prior to the commencement of any of the Lessee's Construction Work, the Lessee shall submit to the Port Authority for its approval a Construction Application in the form supplied by the Port Authority, and containing such terms and conditions as the Port Authority may include, setting forth in detail by appropriate plans and specifications the work the Lessee proposes to perform and the manner of and time periods for performing the same, including without limitation a schedule listing each contract proposed to be entered into for the performance of the work and the estimated cost of the work to be performed under each such contract. The data to be supplied by the Lessee shall identify each of the items constituting the Lessee's Construction Work, and shall describe in detail the systems, improvements, fixtures and equipment to be installed by the Lessee. The Lessee shall be responsible at its sole expense for retaining all architectural, engineering and other technical consultants and services as may be directed by the Port Authority and for developing, completing and submitting detailed plans and

specifications for the work. The plans and specifications to be submitted by the Lessee shall be in sufficient detail for a contractor to perform the work and shall bear the seal of a qualified architect or professional engineer who shall be responsible for the administration of the work in accordance with the Port Authority's requirements. In connection with review by the Port Authority of the Lessee's submissions under this paragraph, the Lessee shall submit to the Port Authority, at the Port Authority's request, such additional data, detail or information as the Port Authority may find necessary. Following the Port Authority's receipt of the Lessee's Construction Application and complete plans and specifications, the Port Authority shall give its written approval or rejection thereof, or shall request such revisions or modifications thereto as the Port Authority may find necessary. The Port Authority shall endeavor to complete its initial review of the Construction Application and plans and specifications within thirty (30) business days after the Port Authority's receipt of a Construction Application and plans and specifications deemed by the Port Authority to be complete, and shall endeavor to complete its review of each revision or modification thereof within twenty (20) business days of the Port Authority's receipt of a revision or modification deemed by the Port Authority to be complete; provided, that, each such Construction Application and plans and specifications and/or revision or modification thereof shall be prepared in accordance with the highest professional standards, of uniformly high quality and well coordinated with respect to all engineering and architectural disciplines. The Lessee shall not engage any contractor or permit the use of any subcontractor unless and until each such contractor or subcontractor, and the contract such contractor is operating under, have been approved by the Port Authority. The Lessee shall include in any such contract or subcontract such provisions as are required in accordance with the provisions of this Agreement and the Construction Application approved by the Port Authority. The Lessee shall obtain and maintain or cause each contractor to obtain and maintain in force such insurance coverage as is described in subparagraphs (j) and (k) of this paragraph. All of the Lessee's Construction Work shall be performed by the Lessee in accordance with the Construction Application and final plans and specifications approved by the Port Authority, shall be subject to inspection by the Port Authority during the progress of the work and after the completion thereof, and the Lessee shall redo or replace at its own expense any work not done in accordance therewith. Upon final completion of all of the Lessee's Construction Work the Lessee shall deliver to the Port Authority a certificate to such effect signed by a responsible officer of the Lessee and by the architect or engineer who sealed

the Lessee's plans pursuant to the provisions of this subparagraph certifying that all of the work has been performed in accordance with the approved plans and specifications and the provisions of this Agreement, and the Lessee shall supply the Port Authority with as-built drawings of the Lessee's Construction Work in such form and number requested by the Port Authority. The Lessee shall keep said drawings current during the term of the letting under the Lease as herein amended. No changes or modifications to such work shall be made without prior Port Authority consent. Following its receipt of the Lessee's certificate, the Port Authority shall inspect the work and, unless such certification is not correct, or the Port Authority determines that the premises are unsuitable for occupancy and use by the Lessee, a certificate of final completion shall be delivered to the Lessee by the Port Authority.

(d) Except as set forth in subparagraph (e) of this paragraph, the Lessee shall not commence any portion of the Lessee's Construction Work until the Construction Application and plans and specifications covering such work, referred to in subparagraph (c) of this paragraph, have been finally approved by the Port Authority.

(e) If the Lessee desires to commence construction of portions of the Lessee's Construction Work prior to the approval by the Port Authority of the complete Construction Application and plans and specifications covering all of such work pursuant to subparagraph (c) of this paragraph, the Lessee shall submit to the Port Authority a separate Construction Application for each portion of the Lessee's Construction Work the Lessee so desires to commence (each such portion of the Lessee's Construction Work being hereinafter designated as "Partial Approval Work") which shall be executed by an authorized officer of the Lessee and shall be accompanied by final and complete plans, specifications, drawings, and data with respect to such portion of the Lessee's Construction Work (the final and complete plans, specifications, drawings, and data covering each such portion of the Lessee's Construction Work are hereinafter referred to as "the Partial Approval Work Plans" with respect to such portion of the Lessee's Construction Work) setting forth in detail the work to be performed in connection with each such portion of the Lessee's Construction Work. The Port Authority shall have full and complete discretion as to whether to permit the Lessee to proceed with the performance of any Partial Approval Work. If the Port Authority consents to the performance of any Partial Approval Work, the Port Authority shall review the Construction Application covering such work and shall give its written approval or rejection of the Partial

Approval Work Plans with respect thereto or shall request such revisions or modifications thereto as the Port Authority may find necessary. Upon the Port Authority's approval of the Construction Application covering an item of Partial Approval Work and its approval of the Partial Approval Work Plans with respect thereto, the Lessee may proceed to perform such item of Partial Approval Work subject to and in accordance with the following terms and conditions:

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

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

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

(4) No Partial Approval Work performed by the Lessee pursuant to the provisions of this subparagraph shall affect or limit the obligations of the Lessee under any prior

approvals it may have obtained with respect to the Lessee's Construction Work.

(5) The fact that the Lessee has performed any item of Partial Approval Work and that the Port Authority has consented to the performance thereof shall not affect or limit the obligations of the Lessee under this Agreement with respect to the Lessee's Construction Work. The Lessee specifically understands that neither the Port Authority's approval of any Construction Application and Partial Approval Work Plans covering any item of Partial Approval Work nor the performance by the Lessee of any item of Partial Approval Work pursuant to such approval shall obligate the Port Authority to approve the Construction Application and plans and specifications submitted by the Lessee for the balance of the Lessee's Construction Work or shall create or be deemed to create any obligation on the part of the Port Authority to permit subsequent Partial Approval Work to be performed. Without limiting the generality of the provisions of this subparagraph, it is specifically understood that the Port Authority may withhold its approval of a Construction Application and Partial Approval Work Plans covering any item of Partial Approval Work if the Port Authority determines that review of subsequent items of Partial Approval Work is required before the Port Authority can approve, reject, or comment upon such Partial Approval Work Plans.

(6) In the event that in the opinion of the Port Authority the Lessee at any time during the performance of any portion of any item of Partial Approval Work under the approval granted by the Port Authority pursuant to this subparagraph shall fail to comply with all of the provisions of this Agreement with respect to such work or shall fail to comply with the provisions of the Construction Application covering such work and the plans and specifications forming a part thereof, or shall fail to comply with any requirements, stipulations, or provisions imposed by the Port Authority in its approval of the performance of such item of Partial Approval Work, or if in the Port Authority's opinion the Lessee shall be in breach of any of the provisions of this Agreement covering such work or shall be in breach of any of the provisions of the Construction Application and plans and specifications covering the performance of such work, or shall be in breach of any requirements, stipulations, or provisions imposed by the Port Authority in its approval of the work, the Port Authority shall have the right to cause the Lessee to cease all or such part of such item of the Partial Approval Work as is being performed in violation of this Agreement, the Construction Application and plans and specifications, or the conditions of the Port Authority's approval. Upon written direction from the

Port Authority, the Lessee shall promptly cease performance of the portion of the Partial Approval Work specified. The Lessee shall thereupon submit to the Port Authority for its written approval the Lessee's proposal for making modifications, corrections or changes in or to the item of Partial Approval Work that has been or is to be performed so that the same will comply with the provisions of this Agreement, the Construction Application and plans and specifications, or the conditions of the Port Authority's approval covering such work. The Lessee shall not commence construction of the portion of the Partial Approval Work that has been halted until it has received written approval of the proposed modifications, corrections or changes.

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

(f) Without limiting the generality of any of the provisions of this Agreement, the Lessee's Construction Work (including any Partial Approval Work performed by the Lessee) shall be performed in such a manner that there will be at all times during construction a minimum of air pollution, water pollution or any other type of pollution, and a minimum of noise emanating from, arising out of, or resulting from construction. Subject to the provisions of this Agreement, the Lessee shall construct such reasonable structures, fences, equipment, devices and other facilities as may be necessary or appropriate to accomplish the objectives set forth in this subparagraph, and, without limiting the generality of the foregoing, such construction shall be subject to the Port Authority's review and approval in accordance with the provisions of this paragraph.

(g) Without limiting the generality of subparagraph (c) of this paragraph the Lessee shall be solely responsible for the plans and specifications used by it and for the adequacy or sufficiency of such plans, specifications and all the improvements, fixtures, and equipment depicted thereon or covered thereby, regardless of the consent thereto or approval thereof by the Port Authority or the incorporation therein of any Port Authority requirements or recommendations. The Port Authority shall have no obligation or liability in connection with the performance of any of the Lessee's Construction Work or for the contracts for the performance thereof entered into by the Lessee. Any warranties extended or available to the Lessee in connection with the aforesaid work shall be for the benefit of the Port Authority as well as the Lessee. The Lessee shall conduct no public operations in the premises with respect to any improvements, fixtures or equipment constituting the Lessee's Construction Work or any portion thereof until the Port Authority shall have notified the Lessee in writing that the Lessee's Construction Work or such portion thereof has been completed or substantially completed to its satisfaction. In the event of any inconsistency between the provisions of this Agreement and those of the Construction Application referred to in subparagraph (c) of this paragraph the provisions of this Agreement shall control.

(h) Without limiting or affecting any other term or provision of this Agreement, the Lessee shall be solely responsible for the design, adequacy and operation of all utility, mechanical, electrical, communications and other systems installed in the premises by the Lessee and all other improvements, additions, fixtures, finishes, decorations and equipment made or installed by the Lessee in the premises and shall do all preventive maintenance and make all repairs, replacements, rebuilding (ordinary or extraordinary, structural or non-structural) and painting necessary to keep such systems, improvements, additions, fixtures, finishes, decorations and equipment (whether the same involves structural or non-structural work) in the condition they were in when made or installed except for reasonable wear which does not adversely affect the efficient or proper utilization of any part of the premises.

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

part thereof, nor to prevent the Lessee from contesting claims in good faith.

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

(i) Commercial General Liability Insurance including but not limited to coverage for Products Liability-Completed Operations and for Broad Form Property Damage and Independent Contractor coverage, with a contractual liability endorsement covering the obligations assumed by the Lessee under subparagraph (b) of this paragraph, which coverage shall not exclude claims arising out of or in connection with work performed within fifty feet of railroad property, and which are customarily insured under such a policy, with a minimum combined single limit coverage for bodily injury and property damage of $10 million. Said insurance shall also include coverage for explosion, collapse and underground property damage hazards.

(ii) Commercial Automobile Liability Insurance covering all owned, non-owned or hired vehicles used in connection with said construction with a minimum combined single limit coverage for bodily injury and property damage of $5 million.

(iii) Workers' Compensation and Employers' Liability Insurance in accordance with the requirements of law.

(k) In addition to the insurance required pursuant to the provisions of subparagraph (j) of this paragraph, the Lessee shall procure or cause to be procured prior to the commencement of any work Builder's Risk Insurance (All Risk) covering loss or damage (including any loss or damage resulting from flood or earthquake) to any structures, improvements, fixtures and equipment and furnishing and materials on the premises during said construction, whether or not attached to the land, in an amount equal to the full replacement cost. Such insurance shall name the Port Authority as an insured and such policy shall provide that the loss shall be adjusted with the Port Authority, and that the proceeds thereof shall be paid to the Port Authority and shall be made available to the Lessee for and applied strictly and solely to the payment of the cost of the

repair, replacement, rebuilding or other performance of the Lessee's Construction Work.

(l) With the exception of the Workers' Compensation and Employers' Liability Insurance policy each policy of insurance described in subparagraph (j) of this paragraph shall include the Port Authority as an additional insured in its coverages including, without limitation, coverage for premises-operations and completed operations, and no such policy shall contain any care, custody or control exclusions, or any exclusion for bodily injury to or sickness, disease or death of any employee of the Lessee or of any of its contractors which would conflict with or in any way impair the coverages resulting from the Port Authority's status as an additional insured or the coverage under the contractual liability endorsement described in subdivision (i) of subparagraph (j) of this paragraph. Such insurance shall also contain an endorsement providing that the protection afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third party shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority and against the Port Authority by the Lessee, but said endorsement shall not limit, vary, change or affect the protections afforded the Port Authority as an additional insured. Such insurance shall contain a provision that the insurer 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.

(m) Unless otherwise set forth herein, each policy of insurance described in subparagraphs (j) and (k) of this paragraph shall be subject to the applicable provisions of paragraph (e) of Special Endorsement No. L.21.1 annexed to the Lease.

(n) Title to and property in all improvements and fixtures placed, constructed or installed in or on the premises, including all such improvements and fixtures as shall constitute the Lessee's Construction Work, shall vest in the Port Authority upon placement, construction or installation thereof and title to and property in any and all equipment and trade fixtures removable without substantial injury to the premises placed in or installed upon the premises shall vest in the Lessee upon the installation thereof. No equipment or trade fixtures which are

the property of the Port Authority shall be removed by the Lessee prior to the expiration date of the letting under the Lease as herein amended unless replaced with identical property of equal or greater value. Without limiting any other term of the Lease as herein amended, and notwithstanding the foregoing provisions, upon notice given by the Port Authority either prior to or within sixty (60) days after expiration or earlier termination of the letting of the premises under the Lease as herein amended the Lessee shall remove from the premises any improvements, fixtures, trade fixtures, or equipment as the Port Authority may specify in its notice, and shall repair any damage to the premises caused by such removal.

(o) In the performance of the Lessee's Construction Work the Lessee shall not permit any situation or condition to continue that may cause or be conducive to any labor troubles at the Facility which interferes with the progress of other construction work at the Facility. The determinations of the Port Authority shall be conclusive on the Lessee and, upon notice from the Port Authority, the Lessee shall or shall cause its contractor to immediately rectify any condition specified in the notice. In the event of failure by the Lessee or any of its contractors to immediately comply with the requirements of this subparagraph (whether or not such failure is due to the Lessee's fault) the Port Authority by notice shall have the right to suspend the Port Authority's permission to the Lessee to proceed with any portion of the Lessee's Construction Work being performed by or on behalf of the Lessee, and the Lessee shall thereupon immediately cease the same. When labor troubles shall be so settled that such interference or the danger thereof no longer exists, the Port Authority by notice to the Lessee shall reinstate the permission to the Lessee to perform the work on all the same terms and conditions as before the suspension. "Labor troubles" shall mean and include strikes, boycotts, picketing, work-stoppages, slowdowns, complaints, disputes, controversies or any other type of labor trouble, regardless of the employer of the person involved or their employment status, if any.

(p) In consideration of the performance by the Lessee of the Lessee's Construction Work in accordance with the provisions of this paragraph, the Port Authority shall pay to the Lessee an amount (which amount is hereinafter called "the Construction Work Reimbursement Amount") equal to the lesser of: (1) the reasonable cost, as hereinafter defined, of the Lessee's Construction Work, or (2) Eighteen Million Dollars and No Cents ($18,000,000.00). The Lessee shall pay rental to the Port Authority on account of the payment by the Port Authority of the Construction Work Reimbursement Amount as set forth in paragraph

11 hereof. To the extent permitted by sound accounting practice, and subject to the terms and conditions of subparagraph (q) of this paragraph, the sum of the following items of cost incurred by the Lessee in performing the Lessee's Construction Work shall constitute the reasonable cost thereof for the purposes of this Agreement:

(1) The Lessee's payments to contractors;

(2) The Lessee's payments for supplies and materials;

(3) The Lessee's payments to persons, firms or corporations other than construction contractors or suppliers of materials, for services rendered or rights granted in connection with construction, not including services of the types mentioned in items (4), (5) and (6) of this subparagraph;

(4) The Lessee's payments of premiums for performance bonds and for the insurance the Lessee is required to maintain in effect in accordance with the provisions of subparagraph (j) of this paragraph during the period of construction only;

(5) The Lessee's payments for engineering services in connection with the Lessee's Construction Work;

(6) The Lessee's payments for architectural, planning and design services in connection with the Lessee's Construction Work;

(7) The sum of the costs approved under items (4), (5) and (6) of this subparagraph shall not exceed 20% of the sum of the costs approved under items (1), (2) and (3) of this subparagraph; if in fact there is any such excess, such excess shall not be a part of the cost incurred by the Lessee in the performance of the Lessee's Construction Work for the purposes of this paragraph.

No payment or payments on account of administrative or other overhead costs and no payment to employees of the Lessee shall be included in the cost of the Lessee's Construction Work whether or not allocated to the cost of the Lessee's Construction Work by the Lessee's own accounting practices. No payment to a firm or corporation wholly or partially owned by or in common ownership with the Lessee shall be included in the cost of the Lessee's Construction Work.

(q) On or about the fiftieth day after the end of the month in which the Lessee commences performance of the Lessee's Construction Work, the Lessee shall certify to the Port Authority by written certification subscribed by a responsible officer of the Lessee: (i) the amount of the Lessee's Construction Work performed by the Lessee in such month, the cost of the work described in the certificate, the amount of such cost incurred by the Lessee during such month, and the amount paid by the Lessee on account of such cost, if any; (ii) that except for the amount, if any, stated in such certificate to be due for services and materials, there is no outstanding indebtedness known to the persons signing such certificate, after due inquiry, then due on account of the purchase of any equipment or fixtures described in the certificate or for labor, wages, materials, supplies or services in connection with any work described therein which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen statutory or similar lien or alleged lien upon such work or upon the premises or any part thereof, or upon the Lessee's leasehold interest therein, nor are any of the equipment, or fixtures described in such certificate secured by any liens, mortgages, security interests or other encumbrances. Nothing contained herein shall be deemed or construed as a submission by the Port Authority to the application to itself of any such lien; and (iii) that the work for which the amount set forth in the certificate is due has been performed in accordance with the Lessee's final plans and specifications approved by the Port Authority and the provisions of this Agreement. Such certificate shall also contain a certification by the architect or engineer who sealed the Lessee's plans and specifications pursuant to the provisions of subparagraph (c) of this paragraph certifying that all of the work described in the certificate has been performed in accordance with the Lessee's final plans and specifications approved by the Port Authority. Following its receipt of the Lessee's certificate, the Port Authority shall remit to the Lessee an amount equal to the amount paid by the Lessee for the portion of the Lessee's Construction Work performed by the Lessee in the month for which the certificate is made as shown in said certificate less ten percent (10%) thereof and also less the amount of any claims made against the Port Authority by subcontractors, materialmen or workmen, if any, in connection with any of the work described in the certificate. On or about the fiftieth day after the end of each month thereafter during the period of the performance of the Lessee's Construction Work the Lessee shall deliver a similar certificate to the Port Authority signed by a responsible officer of the Lessee which certificate shall certify the amount of the Lessee's Construction

Work performed by the Lessee in such month, the cost of the work described in the certificate performed by the Lessee in such month, the amount of such cost incurred by the Lessee during such month, the amount paid by the Lessee on account of such cost, the cumulative amount of such cost incurred by the Lessee on account of the work described in the certificate from the date of the commencement of the work, and the cumulative amount of all payments made on account of such cost from the date of the commencement of the work, and such certificate shall also contain the statements set forth in subdivisions (ii) and (iii) of this subparagraph both with respect to the work described in the certificate and all work previously performed by the Lessee. Each such certificate shall also contain a certification by the architect or engineer who sealed the Lessee's plans and specifications pursuant to the provisions of subparagraph (c) of this paragraph certifying that all of the work described in the certificate has been performed in accordance with the Lessee's final plans and specifications approved by the Port Authority. Following its receipt of such certificate the Port Authority shall remit to the Lessee an amount equal to the amount paid by the Lessee for the portion of the Lessee's Construction Work performed by the Lessee in the month for which such certificate is made as shown in such certificate less ten percent (10%) thereof and less the amount of claims, if any, made against the Port Authority by subcontractors, materialmen or workmen on account of any of the work described in the certificate. The Port Authority shall endeavor to remit the aforesaid amounts to the Lessee within sixty (60) days of the receipt by the Port Authority of the Lessee's certificate certifying the matters set forth above for the month for which the certificate is made and deemed by the Port Authority to be complete. Upon final completion of all of the Lessee's Construction Work to be performed under each separate contract by the Lessee as set forth in the Lessee's approved plans and specifications, the Lessee shall submit to the Port Authority a final certification signed by a responsible officer thereof that all work has been completed under said contract, which certificate shall certify separately the final cost of all of the Lessee's Construction Work performed by the Lessee under said contract, the cumulative payments made by the Lessee on account of such costs under said contract, and shall also certify the items set forth in subdivisions (ii) and (iii) of this subparagraph with respect to all of the work performed under said contract. In addition, the architect or engineer who sealed the Lessee's plans and specifications pursuant to the provisions of subparagraph (c) of this paragraph shall certify that all of such work has been performed in accordance with the Lessee's final plans and specifications approved by the Port Authority. After examination and approval

of such certificates, and such supporting documents and records as the Port Authority shall deem necessary to substantiate the certificates, the Port Authority shall inspect such work and after such inspection the Port Authority shall notify the Lessee if all of such work has been performed in accordance with the approved plans and specifications and the provisions of this Agreement. The Port Authority shall have the right (but shall not be obliged) to conduct an interim inspection and audit in connection with the Lessee's Construction Work certified as completed under said contract, and shall have the rights in the conduct of such interim inspection and audit as are set forth below in this subparagraph in regard to the final inspection and audit. If all of the Lessee's Construction Work under said contract has been completed in accordance with the approved plans and specifications, and the provisions of this Agreement, the Port Authority will pay to the Lessee on account of the cost of the Lessee's Construction Work performed under said contract an amount equal to the difference between the sum obtained by adding together all prior payments made by the Port Authority to the Lessee on account of the cost of the Lessee's Construction Work performed under said contract and the final cost of such work as certified by the Lessee, less the amount of any claims made against the Port Authority by subcontractors, materialmen or workmen, if any, in connection with any of the work performed under said contract. The Port Authority shall endeavor to make the payment referred to in the immediately preceding sentence within sixty (60) days of its inspection of the Lessee's Construction Work performed under said contract and its completed review of the cost thereof and the payments made on account of such cost, and its determination that all of such work has been completed in accordance with the approved plans and specifications and the provisions of this Agreement. If the sum of all of the previous payments made by the Port Authority to the Lessee on account of the cost of the Lessee's Construction Work performed under said contract exceeds the final cost of such work, the Lessee shall pay to the Port Authority the amount of such excess on demand. No payment made by the Port Authority to the Lessee on account of the cost the Lessee's Construction Work as set forth above in this subparagraph shall be deemed final until the final determination of the cost of the Lessee's Construction Work as set forth below in this subparagraph. Upon final completion of all of the Lessee's Construction Work to be performed by the Lessee as set forth in the Lessee's approved plans and specifications, the Lessee shall submit to the Port Authority a final certification signed by a responsible officer thereof that all of the work has been completed, which certificate shall certify separately the final cost of all of the Lessee's Construction Work performed by the Lessee, the

cumulative payments made by the Lessee on account of such cost, and shall also certify the items set forth in subdivisions (ii) and (iii) of this subparagraph with respect to all of the work. In addition, the architect or engineer who sealed the Lessee's plans and specifications pursuant to the provisions of subparagraph (c) of this paragraph shall certify that all of the work not previously certified by any said architect or engineer has been performed in accordance with the Lessee's final plans and specifications approved by the Port Authority. After examination and approval of such certificate, and such supporting documents and records as the Port Authority shall deem necessary to substantiate the certificate, the Port Authority shall finally inspect the premises and the work and after such inspection the Port Authority shall notify the Lessee if all of the work has been performed in accordance with the approved plans and specifications and the provisions of this Agreement. If all of the work has been completed in accordance with the approved plans and specifications, and the provisions of this Agreement, the Port Authority will pay to the Lessee on account of the cost of the Lessee's Construction Work the difference between the sum obtained by adding together all prior payments made by the Port Authority to the Lessee on account of the cost of the Lessee's Construction Work and the Construction Work Reimbursement Amount. The Port Authority shall endeavor to make the payment referred to in the immediately preceding sentence within sixty (60) days of its final inspection of the Lessee's Construction Work and its completed review of the cost thereof and the payments made on account of such cost, and its determination that all of the Lessee's Construction Work has been completed in accordance with the approved plans and specifications and the provisions of this Agreement. If the sum of all of the previous payments made by the Port Authority to the Lessee on account of the cost of the Lessee's Construction Work exceeds the Construction Work Reimbursement Amount, the Lessee shall pay to the Port Authority the amount of such excess on demand. No payment made by the Port Authority to the Lessee pursuant to the provisions of this subparagraph, including, without limitation, any payment made to the Lessee following the Port Authority's receipt of the Lessee's final certification of cost, shall be deemed final until the cost of the Lessee's Construction Work has been finally determined by the Port Authority. Any payment made to the Lessee following the Port Authority's receipt of the Lessee's final certification of cost shall not be deemed a final determination of the cost of the Lessee's Construction Work. Such final determination shall occur only after the Port Authority has examined and approved the Lessee's final certificate of cost and such records and other documentation of the Lessee as the Port Authority shall deem necessary to substantiate such cost. The Lessee shall permit the

Port Authority by its agents, employees and representatives at all reasonable times prior to a final determination of the cost of the Lessee's Construction Work to examine and audit the records and other documentation of the Lessee which pertain to and will substantiate such cost. In no event whatsoever shall the cost of any portion of the Lessee's Construction Work as finally determined and computed in accordance with the provisions of subparagraph (p) of this paragraph and in accordance with the provisions of this subparagraph include any expenses, outlays or charges whatsoever by or for the account of the Lessee for or in connection with any improvements, equipment or fixtures or the performance of any work unless such are actually and completely installed in and/or made to the premises nor shall cost include the costs of any equipment, fixture or improvements which are secured by liens, mortgages, other encumbrances or conditional bills of sale. If the cost of the Lessee's Construction Work as finally determined shall be less than the amount previously paid to the Lessee pursuant to the provisions of this paragraph, the Lessee shall pay the difference to the Port Authority within ten (10) days after notification to the Lessee stating the amount thereof. No amount paid by the Port Authority to the Lessee pursuant to the provisions of this paragraph shall or shall be deemed to imply that the Lessee's Construction Work or any portion thereof has been completed in accordance with law or the provisions of this Agreement.

(r) The Port Authority shall not be obligated to pay for any item constituting a portion of the Lessee's Construction Work which has been constructed or installed subsequent to December 31, 2004, as such date may be postponed for one day for each day that the completion of the Lessee's Construction Work is delayed by causes or conditions beyond the Lessee's control, including without limitation thereto, strikes, boycotts, picketing, slow-downs, work stoppages or labor troubles of any other type beyond the Lessee's control. The Port Authority's entire obligation under this Agreement to make payments to the Lessee on account of the cost of the Lessee's Construction Work shall be limited in amount to the Construction Work Reimbursement Amount.

(s) Without limiting any of the terms and conditions hereof, the Lessee understands and agrees that it shall put into effect prior to the commencement of the Lessee's Construction Work an affirmative action program and Minority Business Enterprise (MBE) program and Women-owned Business Enterprise (WBE) program in accordance with the provisions of Schedule E, attached hereto and hereby made a part hereof. The provisions of Schedule E shall be applicable to the Lessee's

contractor or contractors and subcontractors at any tier of construction as well as to the Lessee, and the Lessee agrees to include the provisions of Schedule E in all of its construction contracts so as to make the provisions and undertakings set forth in Schedule E the direct obligation of the construction contractor or contractors and subcontractors at any tier of construction. The Lessee agrees to and shall require its contractors and subcontractors to furnish to the Port Authority such data, including but not limited to compliance reports, relating to the operation and implementation of the affirmative action, MBE, and WBE programs of the Lessee and its contractor, contractors, and subcontractors at any tier of construction called for under the provisions of this paragraph and Schedule E annexed hereto as the Port Authority may request at any time and from time to time and the Lessee agrees to and shall also require that its contractors and subcontractors at any tier of construction make and put into effect such modifications and additions thereto as may be directed by the Port Authority pursuant to the provisions of this paragraph and Schedule E annexed hereto to effectuate the goals of affirmative action, MBE, and WBE programs. The obligations imposed on the Lessee under this paragraph and Schedule E annexed hereto shall not be construed to impose any greater requirements on the Lessee than those which may be imposed on the Lessee under applicable law.

(t) In addition to and without limiting any terms and provisions hereof, the Lessee shall provide in all of its contracts and subcontracts covering the Lessee's Construction Work, or any portion thereof, that:

(1) The contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeships and on-the-job training;

(2) At the request of either the Port Authority or the Lessee, the contractor shall request such employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding and which is involved in the performance of the contract with the Lessee to furnish a written statement that such

employment agency, labor union or representative shall not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will cooperate in the implementation of the contractor's obligations hereunder;

(3) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor in the performance of the contract, that all qualified applicants will be afforded equal employment opportunity without discrimination because of race, creed, color, national origin, sex, age, disability or marital status;

(4) The contractor will include the provisions of subdivisions (1) through (3) of this subparagraph in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work in connection with the contract;

(5) "Contractor" as used in subparagraph (s) and in this subparagraph shall include each contractor and subcontractor at any tier of construction.

(u) In the event that the Lessee shall not exercise the Funding Option under subparagraph (a)(2) of this paragraph to have the Port Authority provide funding for the Lessee's Construction Work and, as a result, the provisions of paragraph 11 hereof shall be rendered null and void, the Lessee shall pay to the Port Authority a fee as compensation for its review and oversight of the Lessee's Construction Work (which fee is hereinafter called "the Review Fee"). The Review Fee shall be an amount equal to four percent (4%) of the actual cost of the Lessee's Construction Work. For purposes of this subparagraph, the term "actual cost of the Lessee's Construction Work" set forth in the immediately preceding sentence shall not include any cost attributable to the property of the Lessee not required to be set forth in any of the Lessee's required submissions to the Port Authority under the provisions of this paragraph 10. Upon final completion of all of the Lessee's Construction Work to be performed by the Lessee as set forth in the Lessee's approved plans and specifications, the Lessee shall certify to the Port Authority by final written certification signed by a responsible officer of the Lessee certifying that all of the Lessee's Construction Work has been completed and the final cost of such work. Upon receipt of the Lessee's certification, the Port Authority shall render a bill to the Lessee setting forth the Review Fee, and the Lessee shall pay the Review Fee to the Port Authority within thirty (30) days of receipt of said bill. No

payment made by the Lessee to the Port Authority pursuant to the provisions of this subparagraph shall be deemed final until the cost of the Lessee's Construction Work has been finally determined by the Port Authority. Any payment made to the Lessee following the Port Authority's receipt of the Lessee's final certification of cost shall not be deemed a final determination of the cost of the Lessee's Construction Work. Such final determination shall occur only after the Port Authority has examined and approved the Lessee's final certificate of cost and such records and other documentation of the Lessee as the Port Authority shall deem necessary to substantiate such cost. Upon thirty (30) days' advance notice given by the Port Authority to the Lessee, the Lessee shall permit the Port Authority by its agents, employees and representatives at all reasonable times during normal business hours prior to a final determination of the cost of the Lessee's Construction Work to examine and audit the records and other documentation of the Lessee which pertain to and will substantiate such cost.

(v) No contractor or third party shall or shall be deemed to have acquired any rights against the Port Authority by virtue of the execution of this Agreement and nothing contained herein shall operate or give to any such contractor or third party any claim or right of action against the Port Authority and its Commissioners, officers, agents and employees.

11. The Lessee shall pay the rentals set forth in this paragraph with respect to the Construction Work Reimbursement Amount paid by the Port Authority to the Lessee on account of the performance by the Lessee of the Lessee's Construction Work in accordance with the provisions of paragraph 10 hereof.

(a) For all purposes of this Agreement, the following terms shall have the respective meanings provided below.

(1) "Facility Rental Payment Start Date" shall mean the earlier of the following dates: (i) the date as of which the Port Authority shall certify that the Lessee has substantially completed performance of the Lessee's Construction Work; or (ii) January 1, 2005, as such date may be postponed for one day for each day that the completion of the Lessee's Construction Work is delayed by causes or conditions beyond the Lessee's control, including without limitation thereto, strikes, boycotts, picketing, slow-downs, work stoppages or labor troubles of any other type beyond the Lessee's control.

(2) "Construction Period" shall mean the period from the commencement of the Lessee's Construction Work through the day preceding the Facility Rental Payment Start Date.

(3) "Facility Rental Payment Period" shall mean the period commencing on the Facility Rental Payment Start Date and ending on October 31, 2018.

(4) "The Port Authority's Costs of the Work" shall mean 104% of all payments made by the Port Authority to the Lessee on account of the cost of the Lessee's Construction Work.

(5) "Y" shall mean the number (with the decimal carried to seven places) obtained by dividing the sum of (i) the average of the weekly Index of 25 Revenue Bonds as reported in the publication "The Bond Buyer" for the one hundred eighty (180) day period immediately preceding the expiration of the Construction Period and (ii) three hundred fifty (350) basis points, by the whole number twelve (12). For purposes of example and illustration only, the Index of 25 Revenue Bonds for June 21, 2001 was 5.52% as set forth in the table entitled "Bond Buyer Indexes" on page 37 of The Bond Buyer, Vol. 336, No. 31166, New York, N.Y. dated Friday, June 22, 2001. In the event that The Bond Buyer or its weekly Index of 25 Revenue Bonds shall be discontinued at any time prior to the time for a determination of Y for purposes of this paragraph a comparable substitute for such Index shall be mutually agreed upon in writing by the Lessee and the Port Authority within thirty (30) days after discontinuance. In the event that the Port Authority and the Lessee shall fail to agree upon such a substitute within the time hereinabove specified then upon notice of either party such dispute shall be disposed of by arbitration in accordance with the then existing rules of the American Arbitration Association or any successor association and relating to three member arbitration panels. One half of the cost of said arbitration shall be borne by the Port Authority and the other half of said cost shall be borne by the Lessee.

(6) "Monthly Rental Factor" shall mean the factor derived in accordance herewith by the application of the following formula:

$$\frac{1}{\frac{1}{Y} - \frac{1}{Y(1+Y)^{t}}} = \text{Monthly Rental Factor}$$

Where t (a power) equals the number of calendar months (expressed in whole numbers) in the Facility Rental Payment Period.

(b) In addition to all other rentals payable by the Lessee under the Lease as herein amended, the Lessee shall pay to the Port Authority a rental (hereinafter called "the Facility Construction Rental") equal to the result of (i) multiplying Y by the product obtained by multiplying the amount of each payment made by the Port Authority to the Lessee during the Construction Period on account of the cost of the Lessee's Construction Work by the number of days from the date of such payment to the expiration date of the Construction Period and (ii) dividing the result of that calculation by 30. The Facility Construction Rental shall be payable as set forth in subparagraph (c) of this paragraph.

(c)(1) In addition to all other rentals payable by the Lessee under the Lease as herein amended, the Lessee shall pay to the Port Authority a rental (hereinafter called the "Facility Rental") at a monthly rate equal to the product obtained by multiplying the Monthly Rental Factor by the sum of (i) the amount of the Facility Construction Rental payable by the Lessee pursuant to subparagraph (b) of this paragraph and (ii) the Port Authority's Costs of the Work, which Facility Rental shall be payable during the Facility Rental Payment Period in advance on the Facility Rental Payment Start Date and on the first day of each calendar month thereafter during the Facility Rental Payment Period.

(2) If the Facility Rental Payment Start Date shall occur before accurate and final determination of the Port Authority's Costs of the Work then Interim Facility Rental shall be payable by the Lessee during the period prior to such determination at the monthly rate equal to the product obtained by multiplying the Monthly Rental Factor by Eighteen Million

Dollars and No Cents ($18,000,000.00), payable in advance on the Facility Rental Payment Start Date and on the first day of each calendar month thereafter until such determination has been made. If the Facility Rental Payment Start Date shall occur on a day which is other than the first day of a calendar month the payment of Interim Facility Rental payable on the Facility Rental Payment Start Date shall be a sum equal to the amount of the full monthly payment thereof, as set forth in this subparagraph, prorated on a daily basis for the period from the Facility Rental Payment Start Date to the end of the calendar month in which the Facility Rental Payment Start Date falls. If the monthly amount of Facility Rental, as finally determined, is greater than the monthly rate of Interim Facility Rental, the sum of the excess over the total amount of Interim Facility Rental theretofore paid of the correct amount of Facility Rental as finally computed for the period prior to final determination of the Port Authority's Costs of the Work together with the then current monthly payment of Facility Rental shall be payable on the first day of the calendar month next ensuing after final computation and determination of the Port Authority's Costs of the Work. If such final computation and determination shall result in an amount of Facility Rental payable for the period prior to final determination which is less than the total amount of Interim Facility Rental theretofore paid, the Lessee shall be entitled to a credit equal to such excess against the next succeeding Facility Rental payments due hereunder.

(3) Notwithstanding any other provision of the Lease as herein amended, the Facility Rental shall not be subject to abatement or suspension or reduction for any reason whatsoever.

(4) Effective November 1, 2003, the obligations of the Lessee set forth in paragraph (b) of Section 19 of the Terms and Conditions of the Lease entitled "Survival of the Obligations of the Lessee" shall include the following obligation in the event of the termination of the Lease as herein amended under Section 16 of said Terms and Conditions entitled "Termination": on account of the Lessee's obligation to pay the Facility Rental, an amount equal to all such Facility Rental payable as provided for in this paragraph for the balance of the term of the letting under the Lease as herein amended, as provided for in paragraph 1 hereof, following the effective date of termination.

12. Effective November 1, 2003, the provisions of paragraph 12 of Supplement No. 14 to the Lease shall be null and

void and of no further force or effect and the following provisions of this paragraph shall be substituted therefor.

(a) As used in this Agreement, the following terms shall have the meanings set forth below:

(1) "Environmental Damage" and "Environmental Damages" shall mean any one or more of the following: (i) the presence on, about or under the premises of any Hazardous Substance whose presence occurred during the term of the letting under the Lease as herein amended or resulted from any act or omission of the Lessee or others during the term of the letting under the Lease as herein amended, and/or (ii) the disposal, release or threatened release of any Hazardous Substance from the premises during the term of the letting under the Lease as herein amended or thereafter if the Hazardous Substance came to be present on, about or under the premises during said term of the letting, and/or (iii) the presence of any Hazardous Substance on, about or under other property at the Facility or elsewhere as a result of the Lessee's use and occupancy of the premises or a migration of a Hazardous Substance from the premises during the term of the letting under the Lease as herein amended or thereafter if the Hazardous Substance came to be present on, about or under the premises during said term of the letting, and/or (iv) any personal injury, including wrongful death, property damage and/or natural resource damage arising out of or related to any such Hazardous Substance, and/or (v) the violation of any Environmental Requirements pertaining to any such Hazardous Substance, the premises and/or the activities thereon.

(2) "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 Authorities and all applicable judicial, administrative and regulatory decrees, judgments and orders 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, remediation and mitigation of the 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 of the health and safety of employees or the public.

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

(4) "Governmental Authority" and "Governmental Authorities" shall mean all governmental agencies, authorities, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, except that it shall not be construed to include The Port Authority of New York and New Jersey, the lessor under the Lease as herein amended.

(b) Without limiting the generality of any of the other terms and provisions of the Lease as herein amended, the Lessee hereby expressly agrees to assume all responsibility for, and any and all risks of any kind whatsoever caused by, arising out of or in connection with, the conditions of the premises from and after the date of the letting of the premises under the Lease as herein amended, including without limitation all Environmental Requirements and all Environmental Damages and, except for Environmental Damages arising from the sole negligent acts of the Port Authority, the Lessee shall indemnify, hold harmless and reimburse the Port Authority, its Commissioners, officers, agents and employees from and against all such risks and responsibilities and all Environmental Damages and Environmental Requirements (including, without limitation, all fines, penalties, payments in lieu of penalties, and legal expenses incurred by the Port Authority in connection therewith). 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.

(c) In addition to and without limiting the generality of the obligations of the Lessee set forth above and elsewhere in the Lease as herein amended, the Lessee shall at its sole cost and expense and in accordance with and subject to the provisions of Section 11 of the Terms and Conditions of the Lease, upon notice from the Port Authority, promptly take all actions to completely remove and remediate: (1) any Hazardous Substance present on, about or under the premises whose presence occurred during the term of the letting under the Lease as herein amended or resulted from any act or omission of the Lessee or others during the term of the letting under the Lease as herein amended, (2) any Hazardous Substance disposed of or released from the premises during the term of the letting under the Lease as herein amended or thereafter if the Hazardous Substance came to be present on, about or under the premises during said term of the letting, and (3) any Hazardous Substance present on, about or under other property at the Facility or elsewhere whose presence resulted from the Lessee's use and occupancy of the premises or which migrated from the premises to such other property during the term of the letting under the Lease as herein amended or thereafter if the Hazardous Substance came to be present on, about or under the premises during said term of the letting, which any Governmental Authority or any Environmental Requirements or any violation thereof require to be removed and/or remediated, or which in the sole opinion of the Port Authority are necessary to mitigate Environmental Damages, including, but not limited to, the investigation of the environmental condition of the area to be remediated, the preparation of feasibility studies, reports and remedial plans, and the performance of any cleanup, remediation, mitigation, containment, operation, maintenance, monitoring or restoration work; the standard for any of the foregoing shall be that which requires the lowest level or presence of a particular Hazardous Substance under the laws of the United States or the State of New Jersey, with the strictest to be applied, and which does not require any restriction on the possible use of the premises or such other property. The Lessee agrees that with respect to any of its obligations set forth above in this subparagraph it will not make any claim against the Port Authority and/or the City of Newark for contribution under any Environmental Requirement. Any actions required under this subparagraph shall be performed in a good, safe and workmanlike manner and shall minimize any impact

on activities off the premises. The Lessee shall promptly provide to the Port Authority all copies of test results and reports generated in connection with such actions. Promptly upon completion of such investigation and remediation, the Lessee shall seal or cap all monitoring wells and test holes, remove all associated equipment and restore the remediated property.

(d) Without limiting any other of the Lessee's obligations under the Lease as herein amended, the Lessee shall provide the Manager of the Facility at the cost and expense of the Lessee with such information, documentation, records, correspondence, notices, reports, test results, and certifications and any other information as the Port Authority shall request in connection with any Environmental Requirements or Environmental Damages, and as may be necessary for the preparation of any application, registration, statement, certification, notice, non-applicability affidavit, communication, negative declaration, clean-up plan or other information, documentation or communication required by the Environmental Requirements and the Lessee shall promptly swear to, sign or otherwise fully execute the same. The Lessee agrees that any of the foregoing may be filed by the Port Authority with the appropriate Governmental Authority on behalf of the Lessee and at the Lessee's cost and expense. Further, the Lessee agrees unless directed otherwise by the Port Authority, to provide the Manager of the Facility with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by the Lessee to a Governmental Authority at the same time such are provided to a Governmental Authority and by a Governmental Authority to the Lessee at the time the same are provided to the Lessee with respect to any Environmental Requirements.

(e) Notwithstanding any other provision of this paragraph, all of the Lessee's obligations, undertakings and responsibilities under this paragraph shall apply to any Environmental Damage involving any Hazardous Substance whose presence on, about or under the premises occurred prior to the commencement of the term of the letting under the Lease as herein amended if any clean-up, remediation or other response action, or indemnification or other action under this paragraph is required with respect to such Environmental Damage as a result of (1) any violation by the Lessee or the Lessee's Representative, as hereinafter defined, of any Environmental Requirements pertaining to such Hazardous Substance, the premises and/or the activities thereon, or any failure by the Lessee or the Lessee's Representative to observe and comply with any Port Authority requirements, directives and procedures regarding any Hazardous

Substance on, about or under the premises, including without limitation those set forth in any design guidelines, best management practices, agreements (including voluntary agreements) with Governmental Authorities, or construction guidelines which have been or may be established by the Port Authority for the Facility and submitted to the Lessee, and/or (2) any negligent act or omission by the Lessee or the Lessee's Representative with respect to such Hazardous Substance. For purposes of this paragraph, "Lessee's Representative" shall mean its officers, employees, agents, representatives, contractors, customers, guests, invitees, or other persons who are doing business with the Lessee or are on the premises with the Lessee's consent.

(f) Without limiting the Port Authority's remedies that it may have under the Lease as herein amended or at law or in equity, the Port Authority shall have the right during the term of the letting under the Lease as herein amended and subsequent to the termination or expiration thereof to such equitable relief, including restraining injunctions and declaratory judgments, as may be required to enforce compliance by the Lessee with its environmental obligations under this paragraph. In the event the Lessee fails to comply with or perform any of its obligations hereunder, the Port Authority at any time during the term of the letting under the Lease as herein amended and subsequent to the termination or expiration thereof may elect (but shall not be required) to perform such obligations and the Lessee shall pay to the Port Authority upon demand its costs thereof, including all overhead costs as determined by the Port Authority.

(g) Notwithstanding any other provision of this paragraph, and without limiting the generality of subparagraph (e) of this paragraph, the Lessee's obligations, undertakings and responsibilities under this paragraph shall not apply to any Environmental Damage involving any Hazardous Substance which migrated or shall migrate onto the premises during the term of the letting under the Lease as herein amended (hereinafter called the "Migrated Hazardous Substance"), except that such obligations, undertakings and responsibilities under this paragraph shall apply to any Environmental Damage involving any Migrated Hazardous Substance to the extent that the Environmental Damage results from any violation by the Lessee or the Lessee's Representative of any Environmental Requirements pertaining to such Migrated Hazardous Substance, the premises and/or the activities thereon.

(h) The Lessee agrees that in any legal action or proceeding in which the Port Authority and the Lessee are

opposing parties the Lessee shall have the burden of proof, as hereinafter defined, as to any and all issues of fact with respect to: (1) whether the presence of any Hazardous Substance on, about or under the premises occurred prior or subsequent to the commencement of the term of the letting under the Lease as herein amended; (2) whether any Hazardous Substance disposed of or released from the premises or which migrated from the premises came to be present on, about or under the premises prior or subsequent to the commencement of the term of the letting under the Lease as herein amended; and (3) whether the Lessee exacerbated any pre-existing environmental condition so as to cause a Hazardous Substance to first become regulated during the term of the letting under the Lease as herein amended. For purposes of this paragraph, "burden of proof" shall mean both the legal burden of going forward with the evidence and the legal burden of establishing the truth of any fact by a preponderance of the evidence.

(i) Without limiting the generality of any other term or provision of the Lease as herein amended, the obligations of the Lessee under this paragraph shall survive the expiration or termination of the Lease as herein amended.

13. (a) The Lessee shall maintain in accordance with accepted accounting practice during the term of the letting under the Lease as herein amended and for three years thereafter records and books of account (including, without limitation, bills of lading and manifests) recording all transactions in any way connected with or reflecting upon the payment of any rental by the Lessee pursuant to paragraphs 4 or 5 hereof, and which records and books of account shall be kept at all times within the Port of New York District, as defined in the Port Compact of 1921 authorized by C. 154 Laws of N.Y. 1921 and C. 151 Laws of N.J. 1921, approved by Public Resolution No. 17 of the 67th Congress, First Session, and permit, upon thirty (30) days' advance notice given by the Port Authority to the Lessee, and in ordinary business hours during such time, the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any of such records and books of account of any company which is owned or controlled by the Lessee, if said company performs services, similar to those performed by the Lessee, anywhere in the Port of New York District.

(b) Notwithstanding the provisions of subparagraph (a) of this paragraph, the Lessee may maintain the records and books of account referred to in said subparagraph (a)

outside of the Port of New York District, subject to the following conditions:

(1) If any such records and books of account have been maintained outside of the Port of New York District, but within the continental United States, then the Port Authority in its sole discretion may (i) require such records and books of account to be produced within the Port of New York District or (ii) examine such records and books of account at the location at which they have been maintained and in such event the Lessee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority, for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(2) If any such records and book of account have been maintained outside the continental United States then, in addition to the costs specified in subparagraph (1) of this paragraph, the Lessee shall pay to the Port Authority when billed all other costs of the examination and audit of such records and books of account including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

(c) The foregoing auditing costs, expenses and amounts set forth in subdivisions (1) and (2) of subparagraph (b) of this paragraph shall be deemed additional rent under the Lease as herein amended payable to the Port Authority with the same force and effect as all other rents payable hereunder.

(d) Nothing contained in the Lease as herein amended shall be deemed to render any records, or any statement, of the Lessee required to be maintained or supplied hereunder conclusive as to any of the matters set forth therein. The Port Authority may at its sole discretion, in lieu of any records or books of account or statements of the Lessee, employ its own records and books of account for the calculation of any amounts to be paid under the Lease as herein amended.

14. (a) Attached hereto as Exhibit Y is a form of election pursuant to Section 142(b) of the Internal Revenue Code of 1986, as amended. The Lessee acknowledges that two counterparts of said form of election have been delivered to it by the Port Authority. Upon the execution of this Agreement by the Lessee and its delivery to the Port Authority, the Lessee

shall execute the said two counterparts and deliver one fully executed counterpart to the Port Authority with its delivery of this Agreement, and the Lessee shall keep the second executed counterpart with its records for the balance of the entire term of the letting under the Lease as herein amended.

(b) The Lessee is not acquiring an ownership interest in the premises under the Lease as herein amended. Capital expenditures in connection with the premises have been, or are expected to be made, in whole or in part by the Port Authority from "exempt facility bonds" (within the meaning of Section 142(a) of the Internal Revenue Code of 1986, as amended) issued by the Port Authority from time to time (such capital expenditures are hereinafter called "the Property"). The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation or investment credits, for which it may be eligible with respect to the Property. The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under the Lease as herein amended, and as a condition of any permitted sale or assignment of the interest of the Lessee under the Lease as herein amended, every successor in interest shall furnish an executed irrevocable election in the form of the immediately preceding sentence to the Port Authority. The foregoing shall not grant or be deemed to grant to the Lessee the right to sell or assign, in any manner, its interest under the Lease as herein amended.

(c) In the event the Lessee records any documents in lieu of recording this Agreement, such documents shall incorporate the substance of subparagraph (b) of this paragraph.

(d) It is understood that the election set forth in subparagraph (b) of this paragraph shall not apply to any personal property of the Lessee (including equipment and trade fixtures) removable without material damage to the premises leased to the Lessee pursuant to the Lease as herein amended which are installed by the Lessee in or on the premises leased to the Lessee pursuant to the Lease as herein amended and which shall be deemed to be and remain the property of the Lessee.

15. If the Lessee should fail to pay any amount required under the Lease as herein amended when due to the Port Authority, including without limitation any payment of rental or any payment of utility fees or charges, or other charges or fees, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each

such unpaid amount for each late charge period hereinbelow described during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under the Lease as herein amended. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Each late charge shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the rentals as set forth in the Lease as herein amended. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under the Lease as herein amended, including without limitation the Port Authority's rights set forth in Section 16 of the Terms and Conditions of the Lease entitled "Termination" or (ii) any obligations of the Lessee under the Lease as herein amended. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under the Lease as herein amended shall be payable instead at such legal maximum.

16. The parties acknowledge and agree that all of the premises under the Lease as herein amended as of the date first above written are shown in diagonal crosshatching on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A-14".

17. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

18. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that

there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

19. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

20. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY OF THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) RICHARD M. LARRABEE DIRECTOR, PORT COMMERCE DEPT.

(Seal)

ATTEST:

Secretary

TOYOTA MOTOR SALES, U.S.A., INC.

By

(Title) President

(Corporate Seal)

APPROVED:

FORM TERMS

(a) If at any time the Lessee shall become entitled to an abatement of basic rental under the provisions of the Lease as herein amended or otherwise, such abatement shall be computed as follows:

(1) For each square foot of usable open area the use of which is denied to the Lessee, at the annual rate of $1.19*

(2) For each square foot of usable covered area the use of which is denied to the Lessee, at the annual rate of N/A

(b) If no rates are filled in above then the abatement of basic rental shall be made on an equitable basis, giving effect to the amount and character of the area the use of which is denied the Lessee, as compared with the entire area of such character included in the premises.

(c) If an exemption amount is fixed in the Lease as herein amended, it shall be reduced in the same proportion as the total basic rental is abated.

(d) For the purposes of this Endorsement, the number of square feet of covered area shall be computed as follows: by measuring from the inside surface of outer building walls to the surface of the public area side, or of the non-exclusive area side, as the case may require, of all partitions separating the area measured from adjoining areas designated for the use of the public or for use by the Lessee in common with others, and to the center of partitions separating the area measured from adjoining area exclusively used by others; no deduction will be made for columns, partitions, pilasters or projections necessary to the building and contained within the area measured. Permanent partitions enclosing elevators shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues, stacks and any vertical shafts have the same relation to the area measured as do outer building walls.

(e) In the event that during the term of the letting under the Lease as herein amended the Lessee shall be partially evicted (actually or constructively) and shall remain in possession of the premises or the balance thereof, the Lessee agrees that notwithstanding it might have the right to suspend payment of the rent in the absence of this provision, it will pay at the times and in the manner herein provided, the full basic rental less only an abatement thereof computed in accordance with the above.

* during the period commencing on November 1, 2006 and continuing through October 31, 2007; at the annual rate of $1.23 during the period commencing on November 1, 2007 and continuing through October 31, 2008; at the annual rate of $1.28 during the period commencing on November 1, 2008 and continuing through October 31, 2009; at the annual rate of $1.32 during the period commencing on November 1, 2009 and continuing through October 31, 2010; at the annual rate of $1.37 during the period commencing on November 1, 2010 and continuing through October 31, 2011; at the annual rate of $1.41 during the period commencing on November 1, 2011 and continuing through October 31, 2012; at the annual rate of $1.46 during the period commencing on November 1, 2012 and continuing through October 31, 2013; at the annual rate of $1.51 during the period commencing on November 1, 2013 and continuing through October 31, 2014; at the annual rate of $1.57 during the period commencing on November 1, 2014 and continuing through October 31, 2015; at the annual rate of $1.62 during the period commencing on November 1, 2015 and continuing through October 31, 2016; at the annual rate of $1.68 during the period

commencing on November 1, 2016 and continuing through October 31, 2017; and at the annual rate of $1.74 during the period commencing on November 1, 2017 and continuing through October 31, 2018.

SCHEDULE E

PART I

Affirmative Action Guidelines -- Equal Employment Opportunity

I. The Lessee agrees to comply with and the Lessee shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter and in subparagraphs (s) and (t) of paragraph 10 of the Agreement to which this schedule is attached (herein called "the Agreement"). The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

The Lessee agrees fully to comply with and shall require each bidder, contractor and subcontractor of the Lessee and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") fully to comply with the following conditions set forth in this Schedule as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). The Lessee hereby agrees to commit itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. The Lessee agrees to require the Contractor to commit itself to the said goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. The Lessee agrees to and shall require the Contractor to appoint an executive of its respective company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows:

(1) Minority participation: 32%

(2) Female participation: 6.9%

These goals are applicable to all the Contractor's construction work performed in and for the premises.

The Contractor's specific affirmative action obligations set forth herein of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to the Lessee and the Lessee agrees to provide written notification to the Manager of the Equal Opportunity Programs Unit of the Port Authority within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used in these specifications:

(1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

(2) "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 those provisions which include the applicable goals for minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period, and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO").

The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each phase of the construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at the premises.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Lessee when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the premises and in other areas of a Contractor's workforce.

(11) Tests and other selection requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and supplies, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the Lessee. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, the Lessee shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Port Authority.

PART II

Minority Business Enterprises/Women-Owned Business Enterprises

The Lessee agrees to and shall require the general contractor or other construction supervisor and each of the Lessee's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions hereof and in accordance with the Agreement. For purposes hereof, Minority Business Enterprise (MBE) shall mean any business enterprise which is at least fifty-one percentum owned by or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, Women-owned Business Enterprise (WBE) shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(a) Dividing the Work to be subcontracted into smaller portions where feasible.

(b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the Work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(d) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

For the Port Authority

Initialled:

For the Lessee

EXHIBIT Y

ELECTION

(PURSUANT TO SECTION 142 (b) OF THE
INTERNAL REVENUE CODE OF 1986)

1. TOYOTA MOTOR SALES, U.S.A., INC. (hereinafter called "the Lessee") pursuant to an Agreement of Lease bearing Port Authority Lease No. L-NS-900 (hereinafter, as the same has been heretofore amended, modified and supplemented, called "the Lease") made under date of September 18, 1976, between the Lessee and The Port Authority of New York and New Jersey (hereinafter called "the Port Authority"), as supplemented by that certain agreement made between the Port Authority and the Lessee, dated as of April 3, 2002 and denominated "Supplement No. 18" to the Lease (hereinafter called "the Supplement"), has leased a site and the structures, improvements, additions, buildings and facilities located or to be located thereon at Port Newark, all as described in the Lease (hereinafter called "the Leased Premises") to be used basically as an vehicle-preparation facility constituting part of a public port for a term commencing no later than December 1, 1977 and expiring no later than October 31, 2018.

2. The principal office of the Port Authority is at 225 Park Avenue South, New York, New York 10003 and its taxpayer identification number is (Ex. 1)

3. The principal office of the Lessee is at 19001 South Western Avenue, A141, Torrance, California 90509-2722 and its taxpayer identification number is (Ex. 1)

4. Capital expenditures in connection with the Leased Premises have been, or are expected to be made, in whole or in part by the Port Authority from "exempt facility bonds" (within the meaning of Section 142(a) of the Internal Revenue Code of 1986) issued by the Port Authority from time to time (such capital expenditures being hereinafter called "the Property").

5. The Lessee has not acquired and is not acquiring an ownership interest in the Property. The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation or investment credits, for which it may be eligible with respect to the Property. The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under the Lease and the Supplement, and as a condition of any permitted sale or assignment of the interest of the Lessee under the Lease and the Supplement, every successor in interest shall furnish an executed

irrevocable election in the form of the immediately preceding sentence to the Port Authority. The foregoing shall not grant or be deemed to grant to the Lessee the right to sell or assign, in any manner, its interests under the Lease and the Supplement.

6. It is understood that the foregoing election shall not apply to any personal property of the Lessee (including equipment and trade fixtures) removable without material damage to the Leased Premises, installed by the Lessee in or on the Leased Premises pursuant to the Lease and the Supplement, and which are deemed to be and remain the property of the Lessee.

ATTEST:

Secretary

TOYOTA MOTOR SALES, U.S.A., INC.

By

(Title) President

(Corporate Seal)

Dated: 5/6/02

Form - All-Purpose Ack. N.Y. (rev 9/1/99)

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

On the 14th day of August in the year 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared RICHARD M. LARRABEE DIRECTOR, PORT COMMERCE DEPT., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MILLIE DOMINGUEZ
Notary Public - State of New York
NO. 01DO5051706
Qualified in Bronx County
My Commission Expires 12/4/02

Millie Dominguez
(notarial seal and stamp)

STATE OF California)
) ss.
COUNTY OF Los Angeles)

On the 6TH day of May in the year 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared Yoshi Inaba, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Garrett Biggs
(notarial seal and stamp)

GARRETT BIGGS
Commission # 1248588
Notary Public - California
Los Angeles County
My Comm. Expires Jan 7, 2004

(EX. 4)