

Torres Rojas, Genara

FOIA 13422

From: scottjohnston1@comcast.net
Sent: Sunday, August 19, 2012 9:55 AM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Scott
Last Name: Johnston
Company: For Hire Warehousing
Mailing Address 1: 16 Postal Road
Mailing Address 2:
City: Cream Ridge
State: NJ
Zip Code: 08514
Email Address: scottjohnston1@comcast.net
Phone: 609-752-5673
Required copies of the records: Yes

List of specific record(s):

Copies of all new leases, lease supplements and correspondence with the Port Authority of New York and New Jersey during the time period from July 15, 2011 to August 1, 2012 involving the following two tenants. 1. Hudson Tank Terminals 2. AarhusKarlshamn

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

September 13, 2012

Mr. Scott Johnston
For Hire Warehousing
16 Postal Road
Cream Ridge, NJ 08514

Re: Freedom of Information Reference No. 13422

Dear Mr. Johnston:

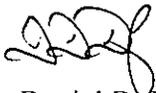
This is a response to your August 19, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of all new leases, lease supplements and correspondence between the Port Authority and Hudson Tank Terminal and the Port Authority and AarhusKarlsham from 7/15/11 to 8/1/12.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/13422-LPA.pdf>. Paper copies of the available records are available upon request.

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

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

Very truly yours,



Daniel D. Duffy
FOI Administrator

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

: For Port Authority Use Only :
: Permit Number: MNS-346 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PORT NEWARK
SPACE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named permission to use and occupy the following described space (herein referred to as the "Space") at Port Newark, in the City of Newark, County of Essex and State of New Jersey (herein called the "Facility"), in accordance with the Terms and Conditions hereof and the endorsements annexed hereto; and said Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions and the endorsements.

1. **PERMITTEE:** AARHUSKARLSHAMN USA INC., a Delaware corporation
2. **PERMITTEE'S ADDRESS:** 131 Marsh Street
Port Newark
Newark, New Jersey 07114
3. **PERMITTEE'S REPRESENTATIVE:** Jean-Marc Rotsaert
4. **SPACE:** As set forth in Special Endorsement No. 1 hereof.
5. **PURPOSES:** As set forth in Special Endorsement No. 2 hereof.
6. **FEES:** As set forth in Special Endorsement No. 3 hereof.
7. **EFFECTIVE DATE:** April 1, 2012
8. **EXPIRATION DATE:** September 30, 2012, unless sooner revoked or terminated as herein provided.
9. **ENDORSEMENTS:** 11.1, 19.4, Special Endorsements, Exhibit A and Insurance Schedule

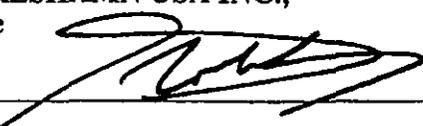
Dated: As of April 1, 2012

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

By 
Name RICHARD M. LARRABEE
DIRECTOR, PORT COMMERCE DEPT.
(Please Print Clearly)
(Title) _____

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:
<u>RR</u>	<u>RR</u>

AARHUSKARLSHAMN USA INC.,
Permittee

By 
Name Jean-Marc Rotsaert
(Please Print Clearly)
(Title) President

RR

CONFORMED COPY



TERMS AND CONDITIONS

1) Certain Definitions.

a) "Effective Date" shall mean the date designated as the "Effective Date" in Item 7 on the cover page of this Permit.

b) "Executive Director" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Executive Director of the Port Authority for the time being or his duly designated representative or representatives.

c) "Expiration Date" shall mean the date designated as the "Expiration Date" in Item 8 on the cover page of this Permit.

d) "Facility" shall have the meaning set forth in the granting clause on the cover page of this Permit.

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

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

g) "Permittee's Representative" shall mean the individual named in Item 3 on the cover page of this Permit or such other individual as the Permittee may designate by notice in accordance with the provisions of Section 19 below, entitled "Notices".

2) Effectiveness.

a) The permission granted by this Permit shall take effect upon the Effective Date. Notwithstanding any other term or condition hereof, it may at any time be revoked by the Port Authority without cause upon thirty (30) days' prior notice, and terminated by the Permittee without cause upon thirty (30) days' prior notice; provided, however, that it may be revoked on twenty-four (24) hours' notice if the Permittee fails to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including without

limitation the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Unless sooner revoked or terminated, such permission shall expire in any event upon the Expiration Date. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

b) No exercise by the Port Authority of any right of revocation granted to it in this Section shall be deemed to be a waiver of any other rights of revocation contained in this Section or elsewhere in this Permit or a waiver of any other rights or remedies which may be available to the Port Authority under this Permit or otherwise.

3) Use of Space by Permittee.

- a) The Space shall be used, pursuant to the permission hereby granted,
- i) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,
 - ii) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers and employees,
 - iii) if the Permittee is a partnership, by the Permittee acting only through the medium of its general partners and employees, or
 - iv) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees; or
 - v) if the Permittee is a limited liability company, by the Permittee acting only through the medium of its members, managers and employees;

and the Permittee shall not, without the written approval of the Port Authority, use the Space through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or the permission granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor, without the written approval of the Port Authority. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

b) The Permittee's Representative specified in Item 3 of the cover page of this Permit (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit and any act or things done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension hereof and to give and receive notices hereunder.

c) This Permit shall not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

d) The Permittee hereby agrees that it will not carry on any business or operation in the Space or at the Facility other than as specifically provided herein without receiving the prior written consent of the Port Authority, which consent, if given, will be in the form of a Supplement hereto or a separate agreement with the Port Authority, which consent will specify whether the provisions regarding fees contained herein or any other provisions regarding fees shall apply thereto.

4) **Condition of Space.**

a) The Permittee hereby acknowledges that prior to the execution of this Permit it has thoroughly examined and inspected the Space and has found the Space in good order and repair and has determined the Space to be suitable for the Permittee's operations hereunder and acknowledges and agrees that it has not relied on any representations or statements of the Port Authority, its Commissioners, officers, employees or agents as to the condition or suitability thereof for use by the Permittee for the purposes contemplated herein. The Permittee agrees to and shall take the Space in its "as is" condition and the Port Authority shall have no obligation hereunder for preparation of the Space for the Permittee's use. The Permittee agrees that no portion of the Space will be used initially or at any time during the effective period of the permission granted hereunder which is in a condition unsafe or improper for the purposes contemplated herein so that there is possibility of injury or damage to life or property and the Permittee further agrees that before any use it will immediately correct any such unsafe or improper condition.

b) Except to the extent required for the performance of any of the obligations of the Permittee under this Permit, nothing contained in this Permit shall grant to the Permittee any rights whatsoever in the air space above the height of the structures located on the Space as of the Effective Date hereof.

c) The parties to this Permit hereby acknowledge that the Space is non-residential real estate.

d) Except as specifically provided in this Permit, the Port Authority shall be under no obligation to furnish any services or utilities whatsoever at or in the Space.

e) The Port Authority shall have no responsibility to keep the Space guarded, attended or patrolled at any time. The Port Authority shall have no obligation to police the use of the Space, or to ensure that others do not use or occupy the Space, or to provide any other service whatsoever in connection therewith.

5) **Payment of Fees.**

a) Unless otherwise expressly provided in this Permit, the Permittee shall pay to the Port Authority a fee for its use and occupancy of the Space. The fee specified is a monthly fee, payable in advance on the Effective Date and on the first day of each and every calendar month thereafter.

b) Payments made hereunder shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA, PENNSYLVANIA 19195-0001

or made via the following wire transfer instructions:

Credit Bank:	TD Bank
	6000 Atrium Way, Mount Laurel NJ 08054
Bank ABA Number:	031201360
Beneficiary Account/ID #:	Ex. 1
Beneficiary Name:	The Port Authority of NY & NJ

or sent to such other address, or via such other wire transfer instructions, as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Permittee.

c) If the permission granted hereunder becomes effective on a date other than the first day of a calendar month or expires or is revoked or terminated on a date other than the last day of a calendar month, the fee payable for the part of the month during which the permission is in effect shall be computed by prorating the monthly fee on a daily basis, using the exact number of days in the month involved.

d) Upon execution of this Permit by the Permittee, the Permittee shall pay to the Port Authority all unpaid fees and other monies due and payable under this Permit as of the date of execution.

6) **Late and Service Charges.**

a) If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority 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 (.8%) of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; 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 (15) (but not less than thirteen (13)) 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 Audit Findings (as defined below) shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of

payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (x) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 2 hereof or (y) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

b) ***Audit.***

i) The Permittee shall permit and/or cause to be permitted in ordinary business hours during the effective period of this Permit and for one (1) year thereafter the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Permittee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant in connection with the Permittee's use and occupancy of the Space as permitted hereunder) within ten (10) days following any request by the Port Authority from time to time and at any time to examine and audit any such corporate records and books of account.

ii) In the event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee (the "Audit Findings"), the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Permit with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (x) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (y) any obligations of the Permittee under this Permit.

7) **Security Deposit.**

a) ***Security Deposit.***

i) ***Required Security Amount.*** As security for the Permittee's full, faithful and prompt performance of and compliance with all of its obligations under this Permit, the Permittee shall, upon its execution and delivery of this Permit, deposit with

the Port Authority (and shall keep deposited throughout the Term) the sum set forth in the Special Endorsements hereto as the "Required Security Amount", either in cash, or in bonds of the United States of America, the State of New Jersey, the State of New York, or The Port Authority of New York and New Jersey, having a market value of the Required Security Amount; provided, however, that if the Required Security Amount is Twenty Thousand Dollars and No Cents (\$20,000.00) or greater, the Permittee shall be required, instead, to deliver to the Port Authority a letter of credit as provided in the following paragraph (b).

ii) *Requirements for Bonds.* Bonds qualifying for deposit hereunder shall be in bearer form, but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bond or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and, if acceptable to the Port Authority the Permittee shall deposit such bond together with a bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee, any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee.

iii) *Use of Deposit.* In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Permit on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the Required Security Amount. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the Required Security Amount, the Permittee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times at the full Required Security Amount, and such additional deposits shall be subject to all the conditions of this Section.

iv) *No Encumbrance.* The Permittee agrees that it will not assign or encumber the deposit.

v) *Interest.* The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

vi) *Return of Deposit.* After the expiration or earlier termination of the Term, and upon condition that the Permittee shall then be in no way in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit.

vii) *Tax Number.* For the purposes of the foregoing provisions, the Permittee hereby certifies that its federal Taxpayer Identification Number is set forth in the Special Endorsements hereto.

b) *Letter of Credit.*

i) *Letter of Credit in Lieu of Security Deposit.* In lieu of the security deposit required pursuant to the preceding paragraph (a), the Permittee may deliver (if the Required Security Amount is less than Twenty Thousand Dollars and No Cents (\$20,000.00)), and *must* deliver (if the Required Security Amount is Twenty Thousand Dollars and No Cents (\$20,000.00) or greater) to the Port Authority, as security for all obligations of the Permittee under this Permit, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York and New Jersey District, in favor of the Port Authority in the amount of the Required Security Amount.

ii) *Form and Terms.* The form and terms of each letter of credit delivered under this Section, as well as the institution issuing it (which shall be an investment-grade rated bank), shall be subject to the prior and continuing approval of the Port Authority; **the form of any proposed letter of credit shall be submitted to the Port Authority in advance for review and approval by its Credit, Collection and Accounts Receivable unit.** Such letter of credit shall provide that it shall continue throughout the Term and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter of credit.

iii) *Return of Any Existing Security Deposit.* Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return any security deposit theretofore made under and in accordance with the provisions of the foregoing paragraph (a). The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it

would have to receive such sum upon expiration of the Term and fulfillment of the obligations of the Permittee under this Permit.

iv) *Cancellation; Drawdowns.* Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in the Required Security Amount or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof, and thereafter the Port Authority will hold the same as security under the foregoing paragraph (a). If the Port Authority makes any drawing under a letter of credit held by the Port Authority hereunder, the Permittee, on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to the full Required Security Amount.

v) *Failure to Provide Letter of Credit.* Following the Port Authority's acceptance of a letter of credit in lieu of the security deposit required pursuant to the foregoing paragraph (a), any failure to provide such letter of credit at any time during the Term which is valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Permit on the part of the Permittee.

vi) *No Waiver.* No action by the Port Authority pursuant to the terms of any letter of credit, or receipt by the Port Authority of funds from any bank issuing any such letter of credit, shall be deemed to be a waiver of any default by the Permittee under the terms of this Permit, and all remedies under this Permit of the Port Authority consequent upon such default shall not be affected by the existence of, or a recourse to, any such letter of credit.

c) *Obligations under other Agreements.* If the Permittee is obligated by any other agreement to maintain a security deposit with the Port Authority to insure payment and performance by the Permittee of all fees, rentals, charges and obligations which may become due and owing to the Port Authority arising from the Permittee's operations at the Facility pursuant to any such other agreement or otherwise, then all such obligations under such other agreement and any deposit pursuant thereto also shall be deemed obligations of the Permittee under this Permit and as security hereunder as well as under any such other agreement and all provisions of such other agreement with respect to such obligations and any obligations thereunder of the Port Authority as to the security deposit are hereby incorporated herein by this reference as though fully set forth herein and hereby made a part hereof. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply or any permitted assignment of such other agreement shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

8) **Indemnification of Port Authority.**

a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons, including

but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any of the operations, acts or omissions of the Permittee hereunder.

b) The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any way connected with this Permit. Without in any way limiting its obligations under the preceding paragraph (a) hereof, the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any way connected with this Permit.

c) If so directed, the Permittee shall at its own expense defend any suit based on any claim or demand referred to in the foregoing paragraphs (a) or (b) (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining the prior written consent of the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its governmental nature or the provisions of any statutes respecting the Port Authority.

d) In the event of any injury or death to any person (other than employees of the Permittee) at the Facility when caused by the Permittee's operations, acts or omissions of the Permittee hereunder, or damage to any property (other than the Permittee's property) at the Facility when caused by the Permittee's operations, acts or omissions of the Permittee hereunder, the Permittee shall immediately notify the Port Authority and promptly thereafter furnish to the Port Authority copies of all reports given to the Permittee's insurance carrier.

9) **Right of Entry Reserved.** The Port Authority shall have the right at any time and as often as it considers necessary, to inspect the Space and (without any obligation so to do) to enter thereon to make ordinary repairs, and in the event of emergency to take such action therein as may be required for the protection of persons or property.

10) **Law Compliance.**

a) The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

b) The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

c) The Permittee 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 the Permittee's operations at the Facility.

d) The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons

and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

11) **Rules and Regulations.** The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations and procedures of the Port Authority now in effect, and such further reasonable rules and regulations and procedures which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Facility or for the safe and efficient operation of the Facility. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

12) **Conduct of Operations.**

a) The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the Manager of the Facility covering the operations of the Permittee under this Permit at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designations, approvals, substitutions or redesignations given by it hereunder.

b) The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs to any property of the Port Authority except with the prior written approval of the Port Authority.

c) Unless otherwise expressly provided, the Permittee shall not install any vending machines or similar devices in the Space or use the Space (or permit it to be used) for the sale to its employees or to the public of any of the following goods and services: beverages, food, candy, gum, ice cream or ice cream products, tobacco or tobacco products, periodicals, books, drugs, toys, games, souvenirs, jewelry, novelties, clothing, flowers, sporting or photographic goods, toilet articles, theatre tickets, shoe shines, pressing and cleaning, developing and printing of photographs and films or baggage-checking. The specificity of the foregoing enumeration of disallowed activities shall not be deemed to infer that any particular activities not so enumerated are permitted under this Permit.

d) No signs, posters or similar devices shall be erected, displayed or maintained in view of the general public in or about the Space without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee. The Permittee shall not display, or permit the display of, advertising of third parties in the Space.

e) The Permittee, its employees, invitees and those doing business with it shall have no right hereunder to park vehicles within the Facility, except in regular parking areas upon payment of regular charges therefor.

f) The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees

shall wear or carry badges or other suitable means of identification which shall be subject to the approval of the Manager. The Port Authority shall have the right to object to the Permittee as to the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

g) The Permittee shall daily remove from the Facility by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with the permission granted hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

13) Care of Space.

a) The Permittee shall at all times keep the Space in a clean and orderly condition and appearance, together with all fixtures, equipment and personal property of the Permittee and of the Port Authority located in or on the Space, including without limitation thereto the interior surface of windows and both sides of all entrance doors.

b) The Permittee shall repair, replace, rebuild and paint all or any part of the Space or of the Facility which may be damaged or destroyed by the acts or omissions of the Permittee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees or other persons who are doing business with the Permittee who are on or at the Space or the Facility with the consent of the Permittee.

c) The Permittee shall take good care of the Space, including therein, without limitation thereto, walls, partitions, floors, ceilings, doors and columns, and all parts thereof, and all equipment and fixtures, and shall do all preventive maintenance and make all necessary non-structural repairs, replacements, rebuilding and painting necessary to keep the Space in the condition existing on the effective date and to keep any improvements, additions and fixtures made or installed during the effective period of this Agreement in the condition they were in when made or installed except for reasonable wear which does not adversely affect the watertight condition or structural integrity of the building or adversely affect the efficient or proper utilization or the appearance of any part of the Space.

d) In the event the Permittee fails to commence so to make or do any repair, replacement, rebuilding or painting required by this Agreement within a period of ten (10) days after notice from the Port Authority so to do, or fails diligently to continue to completion the repair, replacement, rebuilding or Painting of all the premises required to be repaired, replaced, rebuilt or painted by the Permittee under the terms of this Agreement, the Port Authority may, at

its option, and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint all or any part of the Space included in the said notice, the Port Authority's cost thereof to be paid by the Permittee on demand. This option or the exercise thereof shall not be deemed to create or imply any obligation or duty to the Permittee or others.

e) The obligation of the Permittee as set forth in paragraphs (b) and (c) above, 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 at any time because of this release the insurance carrier of any policy covering the premises or any part thereof shall increase the premiums otherwise payable for fire, extended coverage or rental coverage applicable to the premises; the Permittee shall pay to the Port Authority an amount equivalent to such increase or increases on demand; and provided, further, that if at any time this release shall invalidate any such policy of insurance or reduce, limit or void the rights of the Port Authority thereunder, or if because of this release, any such insurance carrier shall cancel any such policy or shall refuse to issue or renew the same or shall refuse to issue a policy with an endorsement thereon under which this release is permitted without prejudice to the interest of the insured or shall cancel such endorsement or refuse to renew the same or shall take any other action to alter, decrease or diminish the benefits of the Port Authority under the policy, then the release shall be void and of no effect. Nothing herein shall be construed to imply an obligation on the Port Authority to carry any such insurance policy or to obtain or keep in force any such endorsement.

f) The Port Authority shall have no duty of repair or maintenance as to the Space or any fixtures, equipment or personal property which is located in or on the Space.

g) The Permittee shall immediately clear all drainage and supply stoppages and partial blocks, in and in connection with any plumbing fixtures, equipment and system which are a part of or are located in or on the Space. All glass in windows and doors which are a part of or are located in or on the Space and which may be broken shall be replaced by the Permittee not later than five days after breakage or at any earlier date if so directed by the Port Authority and immediately if such replacement is necessary to protect the Space, any part thereof or any other property of the Port Authority against damage, loss or theft. The Permittee shall have no obligation under this paragraph where the condition is caused by the negligence or willful misconduct of the Port Authority.

h) The Permittee shall immediately notify the Port Authority if any portion or all of the Space or any of the said Port Authority fixtures, equipment or personal property is destroyed, damaged or in need of repair, regardless of the Permittee's responsibility therefor.

i) Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

j) In the event of a partial or total destruction of the Space, the Permittee shall immediately remove any and all of its property and debris from the Space or portion thereof destroyed.

14) **Permittee Property.**

a) Any personal property placed or installed by the Permittee in the Space shall remain the property of the Permittee and must be removed on or before the Expiration Date or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

b) If the Permittee shall fail to remove its property upon the expiration, termination or revocation hereof, the Port Authority may, at its option, as agent for the Permittee and at the Permittee's risk and expense, remove such property to a public warehouse for deposit or retain the same in its own possession and after the expiration of thirty (30) days sell the same at public auction, the proceeds of which shall be applied first to the expenses of sale, second to any sums owed by the Permittee to the Port Authority, and any balance remaining shall be paid to the Permittee, or may take such other action as may be necessary or desirable. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

15) **Prohibited Acts.**

a) The Permittee 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 Board of Fire Underwriters and the Fire Insurance Rating Organization of New Jersey, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Section, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

b) The Permittee shall not do or permit to be done any act which

i) will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon, or

ii) will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon, or

iii) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

iv) may cause or produce upon the Facility any unusual, noxious or objectionable smokes, gases, vapors or odors, or

v) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility, or

vi) shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

c) For purposes of this Section, "Facility" includes all structures located thereon.

16) **Specifically Prohibited Activities.**

a) The Permittee shall not dispose of nor permit anyone to dispose of any waste materials (whether liquid or solid) by means of any toilets, sanitary sewers or storm sewers at the Facility.

b) The Permittee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the Facility. Any Hazardous Substance disposed of, released or discharged by the Permittee (or permitted by the Permittee to be disposed of, released or discharged) on the Facility shall upon notice by the Port Authority to the Permittee be completely removed and/or remediated by the Permittee at its sole cost and expense.

c) The Permittee shall not operate any engine or any item of automotive equipment in the Space without adequate ventilation.

d) The Permittee shall not use any cleaning materials having a harmful or corrosive effect in the Space.

e) The Permittee shall not fuel or defuel any equipment in the Space or elsewhere at the Facility without the prior approval of the Manager of the Facility except in accordance with Port Authority rules and regulations.

f) The Permittee shall not start or operate any engine or any item of automotive equipment in the Space unless such space is adequately ventilated and unless such engine is equipped with a proper spark-arresting device.

g) The Permittee shall not solicit business in the public areas of the Facility and shall not at any time use any electric amplifying devices or hand megaphones whatsoever.

17) **Labor Disturbances.**

a) Possible Labor Disturbance.

i) The Permittee shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist, which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Facility or any part thereof by the Port Authority or with the operations of the lessees, licensees, permittees or other users of the Facility or with the operations of the Permittee under this Permit.

ii) The Permittee shall immediately give notice to the Port Authority (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Permittee

shall use its best efforts to resolve any such complaints, troubles, disputes or controversies.

b) If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

18) **Duties under Other Agreements.**

a) Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

b) In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

19) **Notices.** A bill or statement may be rendered or any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given if the same be in writing and sent by registered or certified mail addressed to the Permittee at the address specified on the cover page hereof or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's Representative, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003 or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

20) **No Broker.** The Permittee represents and warrants that no broker has been concerned in the negotiation or execution of this Permit and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Permittee shall indemnify the Port Authority and save it harmless from any and all claims which have been or which may be

made by any and all persons, firms, or corporations whatsoever for services in connection with the negotiation and execution of this Permit or in connection with any permission to use the Space.

21) **Waiver of Trial by Jury.** The Permittee hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Permittee in respect of the Space and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed. The foregoing reference to summary proceedings shall not be construed to mean that a landlord-tenant relationship exists between the Port Authority and the Permittee.

22) **Effect of Use and Occupancy after Expiration, Revocation or Termination.** Without in any way limiting any other provision of this Permit, unless otherwise notified by the Port Authority in writing, in the event the Permittee continues its use and occupancy of the Space after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination and ending on the date that the Permittee shall surrender and completely vacate the Space at a rate equal to twice the monthly fee as provided for herein then in effect. Nothing herein contained shall be deemed to give the Permittee any right to continue its use and occupancy of the Space after the expiration, revocation or termination of the effective period of the permission granted under this Permit. The Permittee acknowledges that the failure of the Permittee to surrender, vacate and yield up the Space to the Port Authority on the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

23) **No Personal Liability.** No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach hereof.

24) **No Waiver.** No failure by the Port Authority to insist upon the strict performance of any agreement, term, covenant or condition of this Permit or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of this

Permit during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of this Permit to be performed or complied with by the Permittee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Permittee in performance of any agreement, term, covenant or condition of this Permit shall affect or alter this Permit but each and every agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other existing or subsequent breach or default thereof.

25) **Construction and Application of Terms.**

a) The use of headings in this Permit is for convenience of reference only and in no way intended to define, limit or describe the scope or intent of any provision hereof.

b) Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this Permit or any amendments, addendums or supplements hereto or any endorsements, exhibits, schedules or other attachments hereto.

c) The provisions and obligations contained in any endorsements, exhibits, schedules or other attachments hereto shall have the same force and effect as if set forth in full herein.

d) To the extent that any provisions of this Permit are in any instance to be construed in accordance with the laws of a state, the laws of the State of New Jersey shall apply.

26) **Entire Agreement.** This Permit, including the cover page, the Terms and Conditions and the attached exhibits, endorsements, schedules and other attachments, if any, constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended, except by written endorsement duly executed on behalf of the parties and attached hereto. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

* * * * *

The Port Authority, by its officers, employees, representatives, contractors, licensees, and their employees, shall have the right for the benefit of the Port Authority, or the Permittee and/or for the benefit of others than the Permittee to maintain existing and future heating, water, gas, electricity, sewerage, drainage, fire protection sprinkler, ventilating, refrigerating, fuel and communication systems and other such service systems, including all tubes, pipes, lines, mains, wires, conduits and equipment on or about the Space and to enter upon the Space at all reasonable times and to make such repairs, replacements and 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, on, in or under the Space new tubes, pipes, lines, mains, wires, conduits and equipment, provided however, that the same shall be done so as to interfere as little as reasonably possible with the Permittee's operations.

Nothing contained in this Endorsement shall or shall be construed to impose upon the Port Authority any obligations so to maintain or to make repairs, replacements, alterations or additions or any liability for failure to do so.

STANDARD ENDORSEMENT NO. 11.1
MAINTENANCE OF SERVICE FACILITIES
All Facilities
7/21/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Port Newark from The City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E 110 of Deeds at pages 242, et seq. No greater rights or privileges are hereby granted to the Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

Port Newark shall mean the land and premises 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 said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated Boundary of terminal area in City of Newark, and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for marine terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering Port Newark to conform to the enactments, ordinances, resolutions and regulations of the City and of 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, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at Port Newark. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

STANDARD ENDORSEMENT NO. 19.4

Port Newark

05/19/49

SPECIAL ENDORSEMENTS

1) **Space.** Subject to and in accordance with all the terms and conditions of this Permit and the Endorsements annexed thereto, the Port Authority hereby grants the Permittee permission to use and occupy the open area located at the Facility as shown in diagonal cross-hatching on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A", together with the fixtures, improvements and other property of the Port Authority located or to be located therein or thereon (the "Space").

2) **Purposes.** The Permittee, in accordance with all the provisions and conditions of this Permit, shall use the Space as a construction staging area to support the Permittee's construction of a new deodorizer building and cooling tower structure on another premises leased to the Permittee by the Port Authority pursuant to Port Authority Lease No. LPN-301.

3) **Fees.** From and after the Effective Date, the Permittee agrees to pay to the Port Authority a monthly fee for the Space in the amount of Three Thousand Four Hundred Sixty-two Dollars and Eighty-Six Cents (\$3,462.86).

4) **Security Agreement.** Notwithstanding anything to the contrary contained in this Permit, the Permittee hereby agrees that this Permit is one of the "Agreements", as such term is defined in that certain Security Agreement entered into between the Port Authority and the Permittee, dated as of February 20, 2009 and identified by Port Authority Agreement No. PCX-006 (the "Security Agreement"), and that a breach or failure to perform or comply with any of the terms and conditions of the Security Agreement, including without limitation failure to provide a security deposit in accordance with the terms and provisions of the Security Agreement at any time during the term under any of the Agreements valid and available to the Port Authority or, if applicable, any failure of any banking institution issuing a letter of credit to make one or more payments as provided in the Security Agreement, shall constitute a material breach of this Permit and the Security Agreement thereby entitling the Port Authority to immediately exercise any and all rights available to it, including without limitation the right to terminate this Permit for cause.

5) **TAA Review Fee.** The Permittee shall pay to the Port Authority, as compensation for its review and oversight of any construction and installation work undertaken by the Permittee with respect to the Space, a fee (the "TAA Review Fee"), in connection with the plan review and inspection of such work. The TAA Review Fee shall be an amount equal to three percent (3%) of the actual cost of such construction work.

6) The Port Authority and the Permittee were heretofore parties to Port Authority Permit No. MNS-334, dated as of April 1, 2011. This Permit hereby replaces Permit No. MNS-334. The Permittee shall remain liable for all obligations and liabilities which accrued under Permit No. MNS-334 through the expiration or termination date of Permit No. MNS-334 and all such obligations and liabilities which were expressly or impliedly stated or intended to survive the expiration or termination of said agreement shall so survive.

7) **OFAC Compliance.** (a) *Permittee's Representation and Warranty.* The Permittee hereby represents and warrants to the Port Authority that the Permittee (x) is not a person or entity with whom the Port Authority is restricted from doing business under the regulations of the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury (including, without limitation, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order or other regulation relating to national security or foreign policy (including, without limitation, Executive Order 13224 of September 23, 2001, *Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism*), or other governmental action related to national security, the violation of which would also constitute a violation of law, such persons being referred to herein as "**Blocked Persons**" and such regulations, statutes, executive orders and governmental actions being referred to herein as "**Blocked Persons Laws**") and (y) is not engaging in any dealings or transactions with Blocked Persons in violation of any Blocked Persons Laws. The Permittee acknowledges that the Port Authority is entering into this Permit in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing the Port Authority to enter into and execute this Permit.

(b) *Permittee's Covenant.* Permittee covenants that (i) during the term of the Permit it shall not become a Blocked Person, and shall not engage in any dealings or transactions with Blocked Persons in violation of any Blocked Persons Laws. In the event of any breach of the aforesaid covenant, the same shall constitute an event of default and, accordingly, a basis for termination of this Permit by the Port Authority, in addition to any and all other remedies provided under this Permit or at law or in equity, which does not constitute an acknowledgement by the Port Authority that such breach is capable of being cured.

(c) *Permittee's Indemnification Obligation.* The Permittee shall indemnify and hold harmless the Port Authority and its Commissioners, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with the Permittee's breach of any of its representations and warranties made under this Special Endorsement. Upon the request of the Port Authority, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

(d) *Survival.* The provisions of this Special Endorsement shall survive the expiration or earlier termination of the period of permission of this Permit.

ce [signature]
For the Port Authority

Initialed:

PBM
For the Permittee

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INSURANCE SCHEDULE

(a) The Permittee named in the permit to which this Insurance Schedule is attached and of which it constitutes an integral part (the "Permit"), in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance and Commercial Automobile Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance Combined single limit per occurrence for death, bodily injury and property damage liability:	\$3,000,000.00
Commercial Automobile Liability Insurance Combined single limit per occurrence for death, Bodily injury and property damage liability:	\$2,000,000.00
Workers' Compensation and Employers Liability Insurance Permittee's obligations under the applicable State Workers' Compensation Law for those employees of the Permittee employed in operations conducted pursuant to the Permit at or from the Airport:	Statutory

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under this Permit.

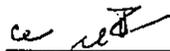
(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of

coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement 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." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. 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 of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.



For the Port Authority

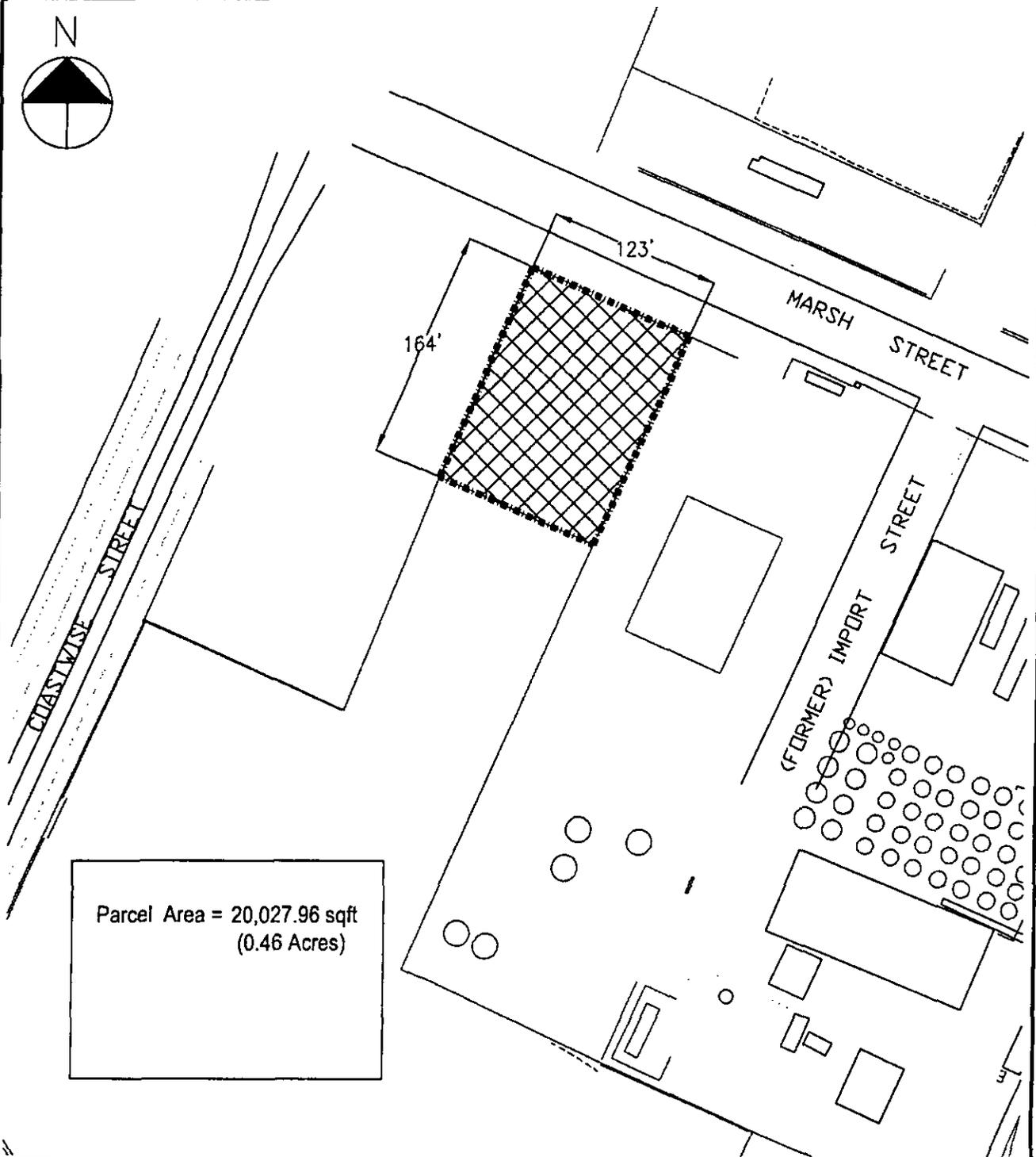
Initialed:



For the Permittee

AARHUSKARLSHAMN USA, INC.

MNS-346



Parcel Area = 20,027.96 sqft
(0.46 Acres)

Initialed:

[Signature]
For the PORT AUTHORITY

[Signature]
For the Lessee

EXHIBIT :

A

THE PORT AUTHORITY OF NY & NJ

PORT NEWARK

Date: APRIL 1, 2012

VIA Hand Delivery

February 8, 2012

Mr. Peter Maulbeck
Chief Financial Officer
AarhusKarlshamm, Inc.
499 Thornall Street
5th Floor
Edison, NJ 08837

Re: PORT NEWARK – AARHUS-KARLSHAMM, INC. – SPACE PERMIT MNS-346

Dear Mr. Maulbeck:

Transmitted herewith are two (2) duplicate originals of the captioned Space Permit.

Please have all documents signed on the designated pages, indicated by tabs, by an authorized corporate officer, the signatures attested, and the corporate seal affixed. The acknowledgement pages are to be completed by a notary public.

When the above has been completed, please call me at 973-690-3490 so that I can come to your Marsh Street office to pick them up. Once these documents have been fully executed by the Port Authority an original will be returned for your files.

Thank you in advance for your prompt attention to this matter.

Sincerely,

Original signed by:

Christine Chaplinski
Sr. Property Representative
Leasing & Property Development Division
Port Commerce Department

cc: J. Kirin, C. Mack

From: [Scott Welsh](#)
To: [Jenkins, Robert K](#)
Cc: [Nigel Glover](#); [Mike Linne](#)
Subject: Re: Water Power Loss
Date: Wednesday, February 01, 2012 9:03:57 AM

Rob,

We have no reliable data to go from on water. We have a booster pump that kicks on when pressure drops but we don't track when it turns on and off. As for power, we can go back and get the data but you know the days and duration like we do. Keep in mind, a two-hour power loss for the rest of the port could take us hours or days to recover from.

Thanks,

Scott

From: "Jenkins, Robert K" <RKJenkins@panynj.gov>
To: "Scott Welsh" <scott.welsh@aak.com>, "Mike Linne" <mike.linne@aak.com>
Date: 01/31/2012 03:18 PM
Subject: Water Power Loss

Mike/ Scott,

Do you guys have records of the various water pressure drops/ loss and power failures?
Over any amount of time?

Rob

NOTICE: THIS E-MAIL AND ANY ATTACHMENTS CONTAIN INFORMATION FROM THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AND AFFILIATES. IF YOU BELIEVE YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE NOTIFY THE SENDER IMMEDIATELY, PERMANENTLY DELETE THIS E-MAIL (ALONG WITH ANY ATTACHMENTS), AND DESTROY ANY PRINTOUTS.

From: Jenkins, Robert K
To: "Scott Welsh"
Cc: "Mike Linne"; "Nigel Glover"; "Brett Levander"
Subject: RE: Fire and Emergency Access
Date: Monday, June 04, 2012 9:28:00 AM

Scott,

Can you provide a good cartoon of the changes?

RJ

From: Scott Welsh [mailto:scott.welsh@aak.com]
Sent: Friday, June 01, 2012 3:02 PM
To: Jenkins, Robert K
Cc: Mike Linne; Nigel Glover; Brett Levander
Subject: Fire and Emergency Access

Rob,

We made some changes to our parking spaces. It will make it more difficult--if not impossible--for emergency vehicles to access the plant through the front gate. Can you send out the word that emergency access is now at the Coastwise gate?

Have a good weekend.

Scott

From: [Scott Welsh](#)
To: [Jenkins, Robert K](#)
Cc: [Mike Linn](#); [Nigel Glover](#); [Brett Levander](#)
Subject: Fire and Emergency Access
Date: Friday, June 01, 2012 3:03:23 PM

Rob,

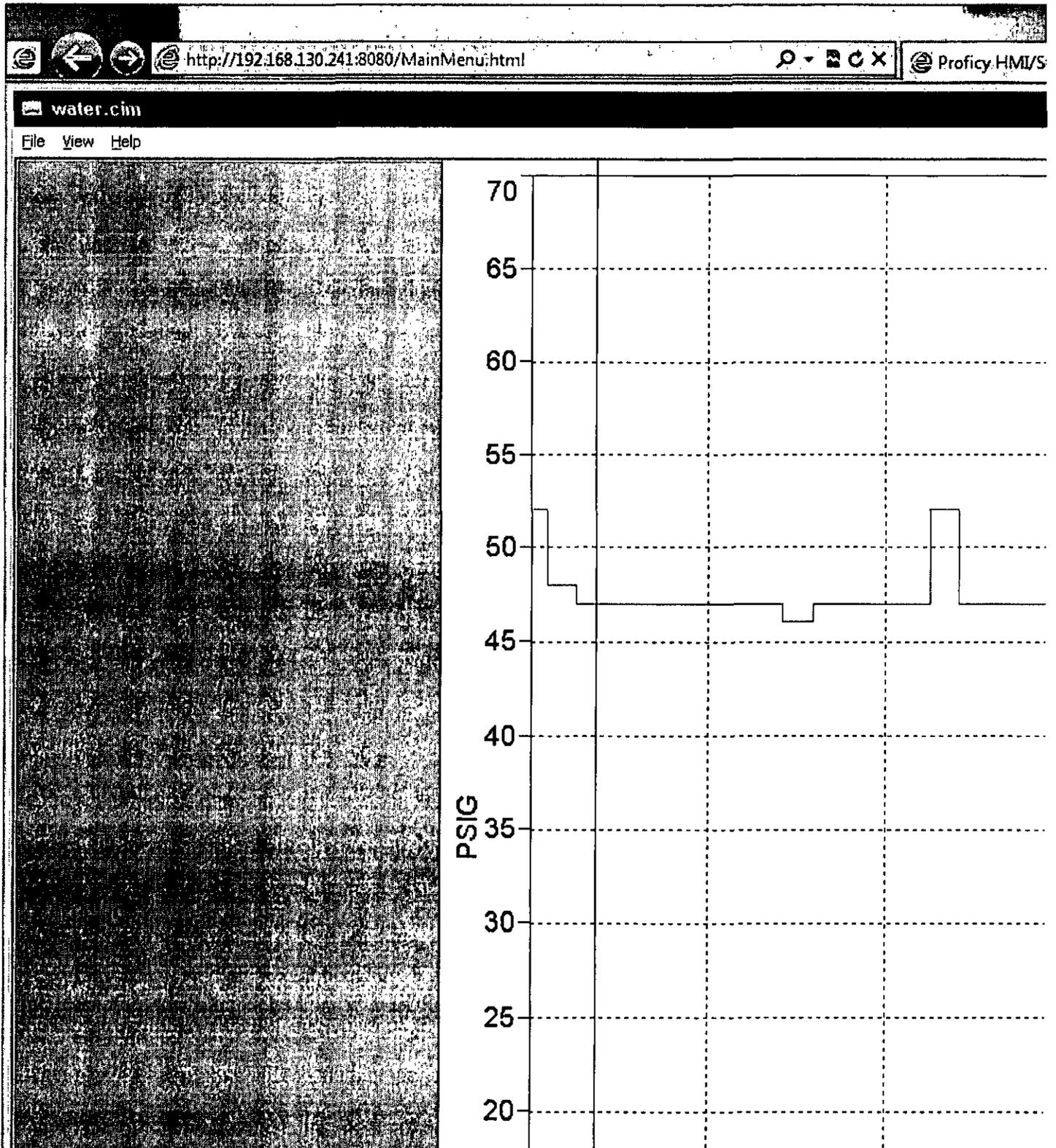
We made some changes to our parking spaces. It will make it more difficult--if not impossible--for emergency vehicles to access the plant through the front gate. Can you send out the word that emergency access is now at the Coastwise gate?

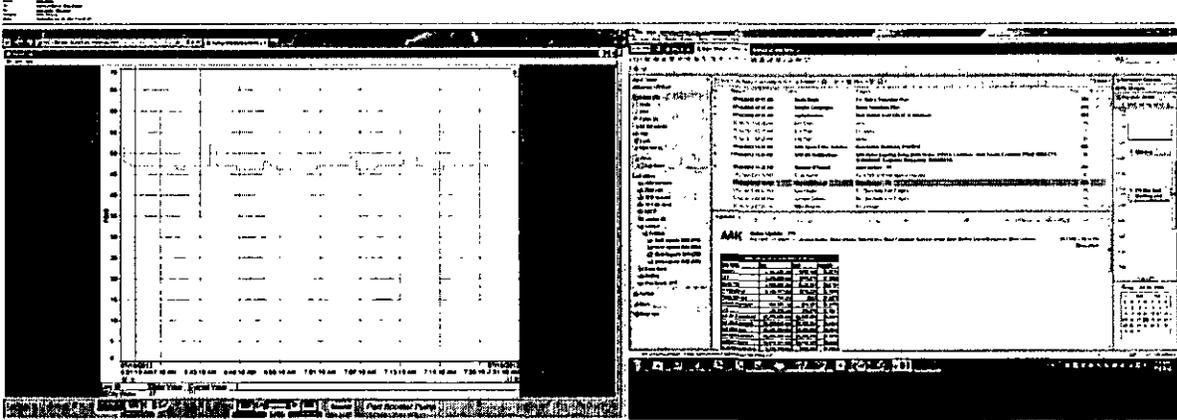
Have a good weekend.

Scott

Keough, Patricia A. (PCD)

From: Nigel Glover [Nigel.Glover@aak.com]
Sent: Wednesday, July 18, 2012 7:37 AM
To: Jenkins, Robert K; King, Charles
Cc: Scott Welsh; Mike Linne
Subject: Water Pressure





AAK

Rob

Was lost 3 hours production last night due to the incoming water supply pressure. As you can see from the trend above we are still fighting low water pressure . For smooth running we need a minimum of 50psi to the site. As you said yesterday we should have 65-70 psi from the supply. We need you to boost the pressure so we can maintain production and reduce the risk of a fire in our deodorizers.

Regards

Nigel Glover

Operations Production Manager
Aarhus Karlshamn, USA Inc.
+1 973-741-5025 (Direct Phone)

+1 973-344-9049 (Fax)
nigel.glover@aak.com
www.aak.com



131 Marsh Street, Port Newark, N.J. 07114



HUDSON TANK STORAGE COMPANY

173 EXPORT STREET
PORT NEWARK, NEW JERSEY 07114

FIRST FIDELITY BANK N.A. NEW JERSEY
NEWARK, NEW JERSEY 07102

CHECK NUMBER
105824

PAY
TO THE
ORDER
OF

DATE
06/26/12

AMOUNT
\$185,090.85

The Port Authority of NY & NJ

[Handwritten Signature]
AUTHORIZED SIGNATURE

HUDSON TANK STORAGE COMPANY

CHECK NUMBER
105824

Additional Rent - Excess Wharfage \$220,169.85
Less Credit for Roof Repair (35,079.00)

Net \$185,090.85
=====



Hudson Tank Terminals Corporation

173 Export Street • Port Newark, New Jersey 07114

Tel: (973) 465-1115 Fax: (973) 465-9053

June 26, 2012

Mr. Wayne Rakoski
Senior Property Representative
The Port Authority of NY & NJ
260 Kellogg Street
Port Newark, New Jersey 07114

Lease No. LNS-867

Dear Mr. Rakoski:

In accordance with our lease agreement we are herewith enclosing a statement detailing the annual "Tonnage & Throughput Rental Calculation" for the period June 1, 2011 to May 31, 2012 for throughput rental which totals \$220,169.85. Against this amount owed to the Port Authority of NY & NJ we are offsetting a total of \$35,079.00 representing monies expended by Hudson Tank in repair of the warehouse roof and windows which occurred in April, 2011 (invoice copy enclosed).

As per our lease, we are entitled to reimbursement from the Port Authority of NY & NJ (Section 12(c) of the lease). We have tried several times (unsuccessfully) to obtain insurance claim forms from Port Authority personnel to no avail, and our invoices and monthly statements billed to the Port Authority of NY & NJ for this charge go unanswered.

As a result, the net amount due to the Port Authority of NY & NJ is \$185,090.85 and our check is enclosed.

Sincerely,

Eugene J. Gromek
Controller

EJG/pt
Enclosure

Hudson Tank Storage Company
 Calculation of Throughput Rental
 June 1, 2011 thru May 31, 2012
 Lease No.LNS-867; Supplement No. 10
 June 26, 2012

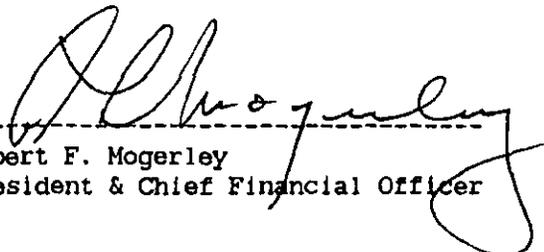
Period	Volume (Metric Tons)
Jun-11	47,580
Jul-11	53,965
Aug-11	20,700
Sep-11	26,990
Oct-11	48,570
Nov-11	41,070
Dec-11	7,455
Jan-12	27,060
Feb-12	55,535
Mar-12	51,610
Apr-12	30,305
May-12	36,925
	447,765

A. Total Metric Tons:	447,765
Less: Exemption Amount	(300,000)

Excess tonnage:	147,765
Tariff Rate (FMC Sch.PA-10 Feb.2011)	\$1.49

Throughput Rental Amount Due	\$220,169.85

The tonnage reference above is the actual tonnage through our facility for the period June 1, 2011 thru May 31, 2012.



 Albert F. Mogerley
 President & Chief Financial Officer



Hudson Tank Terminals Corporation

TELEPHONE: 973/465-1115

173 EXPORT STREET • PORT NEWARK, NEW JERSEY 07114

TO

The Port Authority 551
of NY & NJ
260 Kellogg Street
Port Newark, NJ 07114

Date June 30, 2011

Invoice No. 58990

Terms: NET CASH - 10 DAYS

Attention: Accounts Payable

IDENTIFICATION

REPAIRS TO BUILDING
173'S WINDOWS AND ROOF

APRIL 2011

INVOICE TOTAL: \$35,079.00

Late Charge: All accounts are expected to be paid in full upon receipt of the invoice. Charges not so paid are subject to a "late charge" of two (2) percent per month (24% annual rate).

Form HT 32789 fp

AD
7/21

THE PORT AUTHORITY OF NY & NJ

FORM OF NOTICE TO AARHUSKARLSHAMN USA, INC.
131 MARSH STREET, PORT NEWARK, NEWARK, N.J. 07114225

HAND DELIVERY

October 31, 2011

Mr. Jean-Marc Rotsaert
131 Marsh Street
Port Newark
Newark, NJ 07114

Re: Port Authority Lease No. LPN-301
Construction Lien Claim, R. Petrane Construction, Inc.

Dear Mr. Rotsaert:

Please be advised that The Port Authority of New York and New Jersey ("the Port Authority") is in receipt of a "Construction Lien Claim," addressed to the Clerk, Essex County, verified September 13, 2011, and accompanying letters of counsel (copies enclosed). Those documents concern a claim for "work, services, materials or equipment delivery" purportedly provided by R. Petrane Construction, Inc. ("Petrane") in accordance with a contract with CCMS Construction Corp. ("CCMS"). It appears that CCMS was the contractor on a project known as "Operations Office Remodeling Project, AAK Co-Generation Building Conversion to Office/Conference Room Facility." The Construction Lien Claim purports to assert a lien upon property of the interest of the Port Authority as a owner of Block 600, Lot 35.40, on the tax map of the City of Newark in Essex County, New Jersey, New Jersey, pursuant to the New Jersey Construction Lien Law, N.J. Stat. 2:44A-1, et seq.

Please also be advised that the Lease, dated as of December 31, 2010 ("Lease") between the Port Authority and Aarhuskarlshamn USA, Inc. ("AAK"), identified as Port Authority Lease No. LPN-301, imposes obligations upon AAK with respect to the Construction Lien Claim and the purported underlying claim for payment.

Section 7(h) of the subject lease requires AAK to pay or cause to be paid all claims lawfully made against it by its contractors, subcontractors, materialmen and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of any Construction Work, and to cause its contractors and subcontractors to pay all such claims lawfully made against them. However, Section 7(h) also provides that it

*New Jersey Marine Terminals
260 Kellogg Street, Floor 3
Port Newark, NJ 07114*

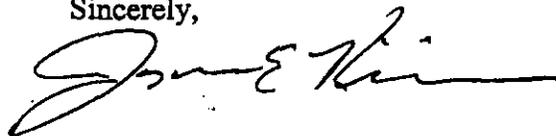
THE PORT AUTHORITY OF NY & NJ

shall not prevent AAK from contesting claims in good faith. Accordingly, AAK is required to diligently pursue resolution of the claim underlying the Construction Lien Claim.

Section 23(a)(9) provides that the Port Authority may issue a notice of termination if AAK has failed to discharge or bond a lien against the Lease Premises because of any act or omission of AAK within 20 days of AAK having received notice of the filing of the lien. Receipt of this letter and its enclosures shall constitute the receipt of such notice by AAK and shall not constitute the first such notice if AAK has earlier received notice of the lien described herein by other means. Accordingly, to avoid the occurrence of the event giving rise to a right of termination by the Port Authority, AAK is required to discharge or bond such lien within 20 days of receipt of this letter and its enclosures, or at an earlier date if AAK has earlier received notice by other means of the lien described herein.

The notice hereby given is shall not be construed to waive or in any way affect any right or remedy of the Port Authority arising out of the Lease or relating to the premises upon which the work was alleged to have been performed or otherwise, or as a waiver of any other rights, remedies, claims, demands or defenses of the Port Authority at law or in equity.

Sincerely,



Jason E. Kirin
Manager, Leasing Division

cc:

S. Borrelli
C. Chaplinski
A. Kolikoff
P. Maulbeck
T. Stickelman

From: Nguyen, Kim
Sent: Monday, July 09, 2012 9:50 AM
To: King, Charles; Smith, Matthew (PCD)
Subject: FW: Lift plan for Tuesday, 7/10/12
Attachments: Lift Plan R1.pdf

Please note that the AAK's Contractor will plan to lift a Pre-Fab enclosure to the roof of the existing plant building on Tuesday in the morning.

Regards,

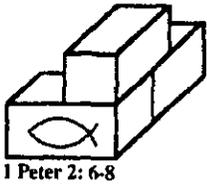
Kim

From: Patrick Hardister [mailto:patrick.hardister@aak.com]
Sent: Friday, July 06, 2012 1:07 PM
To: Farruggia, Michael; Nguyen, Kim
Cc: Rob Stramara; Kevin W.McCormack; ken.schroeder@ironhillsconstruction.com; Brett Levander; Scott Welsh
Subject: Lift plan for Tuesday, 7/10/12

Please note that our Contractor, Iron Hills Construction, is planning to lift a pre-fabbed enclosure to the roof of the existing plant building on Tuesday; starting in the morning. Work is scheduled to be completed same day. Feel free to contact me with any questions you may have. Iron Hills lift plan is attached.

Regards,

Patrick Hardister



Cornerstone Structural Engineering Consultants

101 Maple Avenue • PO Box 581 • Chester, New Jersey 07930
Phone: 908-879-0212 • Fax: 908-879-0581

June 25, 2012

Mr. Kenneth Schroeder
Iron Hills Construction Co., Inc.
17 Alpine Drive
Wayne, NJ 07470

Re: AAK Hydro Project
Stairwell Extension Penthouse
Crane Lift Plan
(CSEC #278-002)

Dear Mr. Schroeder,

Cornerstone Structural Engineering Consultants (CSEC) has reviewed the Iron Hills Construction Co., Inc. (IHCC) crane lift for the Hydro Project Stairwell Extension Penthouse at the AAK facility in Port Newark, New Jersey and determined that your crane/lifting technique is adequate. The stairwell roof framing, roof deck, roofing and metal siding will all be constructed at grade prior to the lift. After the stairwell extension is assembled on grade, it will be lifted into its final position. The top of the stairwell roof is 89.6' above grade.

Stairwell Extension Penthouse Lift Details

1. Lifted load:

- a. Stairwell extension weight including steel roof, siding and column framing; roof deck; roofing material; metal siding - 10,800 pounds
- b. Lifting slings and shackles - 1,000 pounds
- c. Total lifted load - 11,800 pounds on crane hook

2. Site layout for lift:

- a. See attached sketch by IHCC. IHCC is responsible for the crane layout and clearance verification for all at-grade and overhead obstructions.
- b. Maximum reach 90' from the center pin of the crane to the final setting point.

3. Crane:

- a. Grove All Terrain Mobil Crane model GMK5120B with a 44,000 pound counterweight.
- b. Maximum boom extension 167' for this lift.
- c. Maximum capacity at 167' boom extension and 90' reach is 13,400 pounds.
- d. Lifted load safety factor based on crane - $13,400 \# / 11,800 \# = 1.14$.

e. See attached crane specification sheets.

4. Sling Rigging:

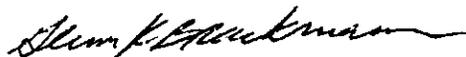
- a. New Dayton endless round sling. Length - 20', color -blue.
- b. Sling configuration uses one 20' sling sloping up from each corner of the roof structure to the crane hook, four totally. Sling will have a vertical height component of 16.2'.
- c. Force component load in each sling - 3,700 pounds.
- d. Sling capacity - 21,200 pounds per sling in the orientation as described above.
- e. Lifted load safety factor based on slings - $21,200\#/3,700\# = 5.73$.
- f. See attached manufacturer's specification sheet.

5. Shackle Rigging:

- a. New Dayton Screw Pin Anchor Shackles, forged and heat-treated with galvanized finish.
- b. Shackle capacity - 24,000 pounds.
- c. Four shackles are required - one in each roof corner.
- d. Lifted load safety factor based on shackles - $24,000\#/3,700\#$ (maximum sling force component) = 6.49.
- e. See attached manufacturer's specification sheet.
- f. Each shackle will be pinned through a steel plate which will be welded to the structural steel roof framing at each roof corner. Each plate (four totally) will have force components of 2,000 pounds parallel to the long axis of the roof, 900 pounds parallel to the short axis of the roof, and 3,000 pounds vertically. Perimeter steel roof beams, their connections and the shackle plate/weld attachment must be capable of resisting these lifting loads.

Very truly yours,

Cornerstone Structural Engineering Consultants



Glenn K. Brackmann, P.E.
NJPE # 25194

Encl: Crane, Sling & Shackle data sheets

Iron Hills Construction Co., Inc.

17 Alpine Road
Wayne, New Jersey 07470
Phone: (908) 878-1343 Fax: (908) 878-9489
An Equal Opportunity Employer

AAK HYDRO PROJECT STAIRWELL EXTENSION PENTHOUSE LIFT PLAN

Penthouse shell dimensions 21.51' x 9.5' w x 9.5' h	
Structural steel wt.....	8000 lb.
Decking wt.....	500 lb. assumed
Siding 589 sq. ft. @ 2.14lb./sq. ft.....	1260lb.
Roof mat. wt.....	1000lb. Assumed
Total wt.....	10760 lb.

Penthouse roof elevation.....	89.6'
Rigging.....	20'
Block.....	6'
Total hook ht.....	115.6'
Assume.....	120'

Longest radius..... 90'

Primary lift..... Grove 5120B 120 ton hydraulic crane configured to 44,000 lb. counterweight w/167.3 ft. main boom @ 90° radius = 13,400 lb. Rated chart capacity [85% actual]

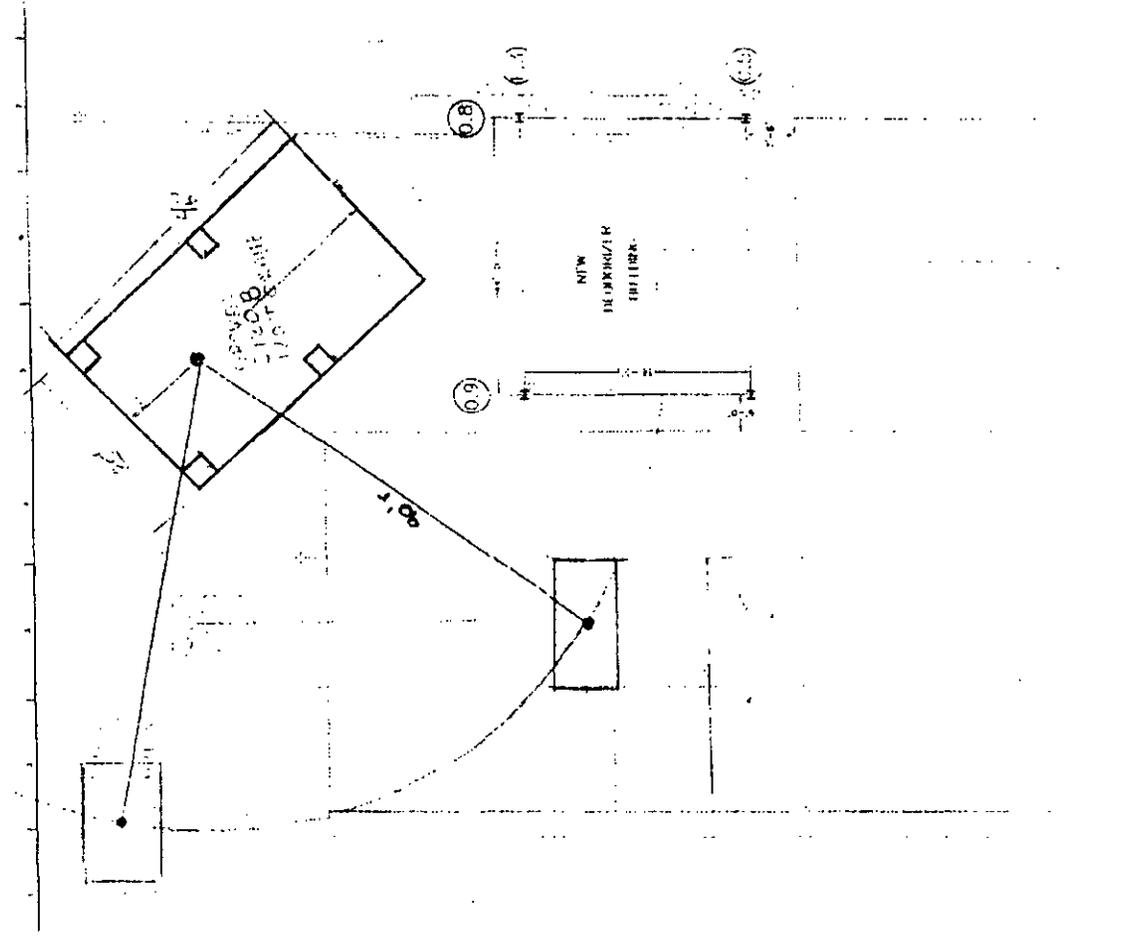
11,000 lb. Heaviest pick/13,400 lb. Rated capacity = 82% rated capacity
13,400 lb. Capacity/11,000 lb. = 1.2/1 margin

Rigging 4 - 21,200 vertical/42,000 basket 1.75" blue continuous Kevlar slings
Rigged vertical

4 - 24,000 lb. Forged steel 1 3/8" pin galvanized screw pin anchor shackles

Boom lift : Genie S-80, or JLG 800S

Weight.....33,380 lb.
Platform height.....80'
Horizontal reach.....71'



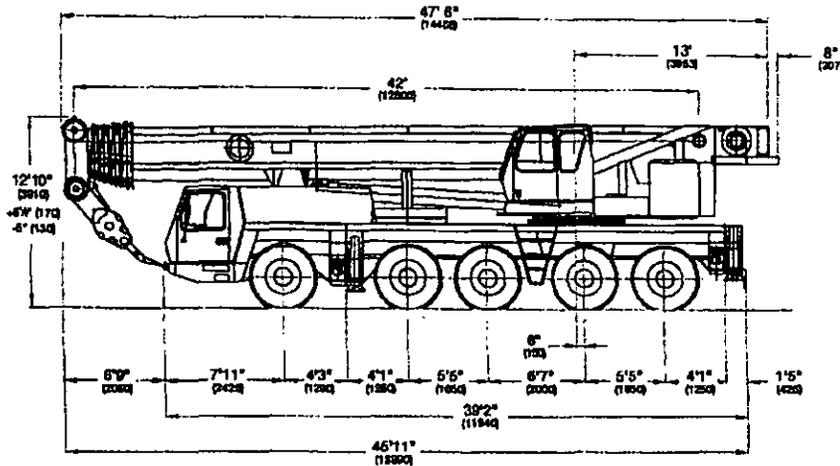
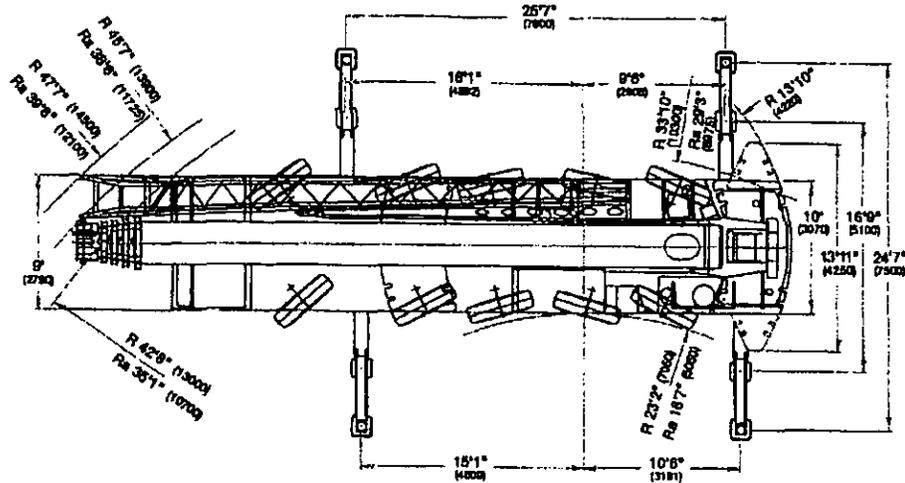
GROVE®

GMK5120B



ALL TERRAIN HYDRAULIC CRANE

Dimensions



Note: () Reference dimensions in mm

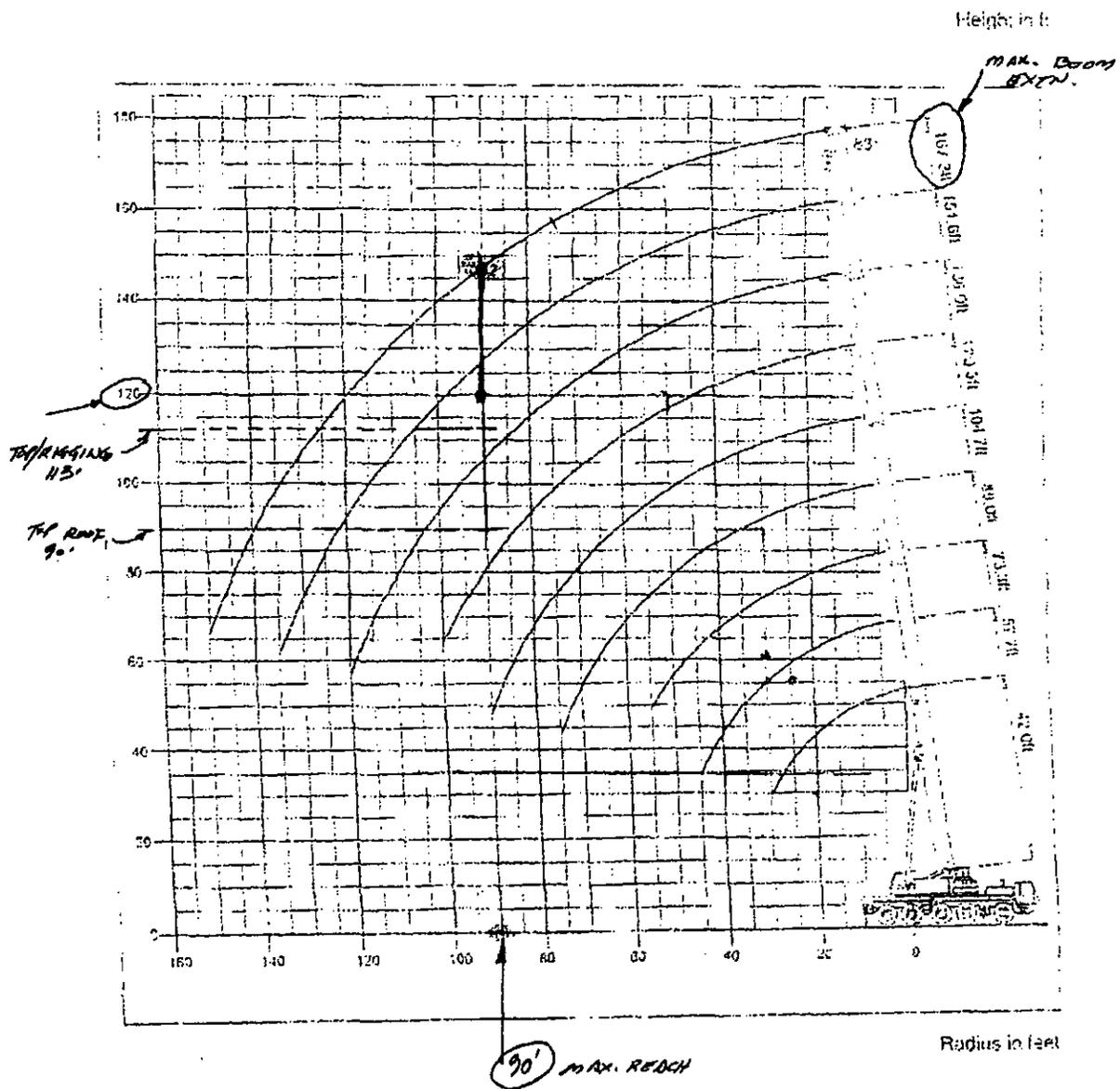
BASIC WEIGHTS (LBS.)	Axes 1-3	Axes 4 & 5	Total
Mercedes Power, 20.5 tires, auxiliary hoist, 2nd oil cooler, outrigger pads, hydraulic offsettable swingaway with hydraulic reel, 10 x 8 x 10, 3MT counterweight bolted to superstructure.	72,367	48,621	120,988
Additions:			
Auxiliary boom nose	362	-207	155
20.5 Spare tire	-487	1,296	809
Driveline retarder	-64	716	652
*24,200 lbs. counterweight (15,400 lbs. on carrier)	14,660	970	15,630
REMOVAL:			
*Substitute IPO counterweight in lieu of auxiliary hoist	93	-46	47
Substitute manually offsettable swingaway in lieu of hydraulic swingaway (hose reel removed)	-688	296	-390
Remove 3MT bolted counterweight from superstructure	3,384	-9,777	-6,393
10 x 6 x 10 drive	-772	-22	-794
16.00 tires in lieu of standard 20.5	-556	-370	-926
14.00 tires in lieu of standard 20.5	-1,349	-899	-2,248

Reflects weight with superstructure facing forward.

* Auxiliary hoist is considered as part of the counterweight. Please see counterweight configuration sheet for build-up.

Lifting capacity charts acc. to 85% (lbs / ft)

Working Range



Crane with 44 000 lbs (20 t) counterweight (outrigger base 25.6 x 24.6 ft)							
Main boom - fixed length in ft							
	136.0	138.0	136.0	136.0	151.6	151.6	151.6
Tel. sec. I	0.50	0.00	0.50	1.00	0.50	1.00	1.00
Tel. sec. II	0.50	1.00	1.00	1.00	1.00	1.00	1.00
Tel. sec. III	1.00	1.00	1.00	0.50	1.00	1.00	1.00
Tel. sec. IV	1.00	1.00	0.50	0.50	1.00	0.50	1.00
Slewing range	360°						
Radius in feet	Lifting capacities in 1000 lbs						
20.0	44.0	40.8	39.2	47.0			
25.0	44.0	40.8	39.2	47.0	29.2	35.8	
30.0	43.4	40.6	39.2	47.0	29.2	35.8	29.6
35.0	39.8	37.8	39.2	46.0	29.2	35.8	29.6
40.0	36.6	34.2	39.0	43.6	29.2	35.6	29.6
45.0	33.4	31.2	36.4	40.6	29.2	35.2	29.6
50.0	30.6	28.2	33.0	35.4	29.0	33.0	29.0
55.0	28.6	25.8	30.2	30.8	27.8	30.6	28.4
60.0	26.8	24.0	28.2	27.0	25.8	27.0	25.8
65.0	24.8	22.2	25.2	23.4	23.8	23.8	24.4
70.0	23.2	20.4	22.0	20.2	22.4	21.0	21.8
75.0	20.6	19.0	19.4	17.6	20.4	19.2	19.4
80.0	18.2	17.8	17.0	15.4	18.2	16.0	17.2
85.0	16.2	16.4	15.0	13.4	16.2	14.0	15.2
90.0	14.4	14.8	13.4	11.6	14.4	12.4	13.4
95.0	13.0	13.2	11.8	10.0	12.8	10.8	11.8
100.0	11.6	11.8	10.4	8.8	11.6	9.4	10.8
105.0	10.2	10.6	9.2	7.4	10.2	8.2	9.2
110.0	9.2	9.4	8.0	6.4	9.2	7.0	8.2
115.0	8.2	8.4	7.0	5.4	8.2	6.0	7.2
120.0	7.2	7.4	6.2	4.4	7.2	5.2	6.2
125.0					6.4	4.2	5.4
130.0					5.6	3.6	4.6
135.0					4.8	2.8	4.0
140.0							3.2
145.0							2.6
150.0							2.0
SLI Code	510						
Max. permitted windspeed	10 m/s						



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Enter keyword or part number

Search

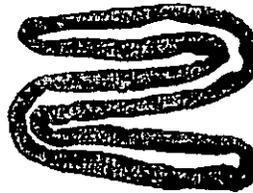
DAYTON Sling, Round, Endless, 20 Ft L, 21, 200Lb Cap

Material Handling > Hoist Winch and Rigging > Round Slings

Write a Review | Product Reviews | Questions & Answers

Round Sling, Endless, Length 20 Ft, Vertical Load 21200 Lb, Choker Hitch Cap 17000 Lb, Basket Hitch Capacity 42400 Lb, Blue Color Code, Dia 1 3/4 In, Width Under Load 3 In, Polyester Material, Temp Range -50 to 200 F, Complies with OSHA and ASME B30.9 Standards, Includes Permanent Identification Tag

Granger Item # 2MJR1
Price (ea.) \$280.00
Brand DAYTON
Mfr. Model # 2MJR1
UNSPSC # 24101811
Ship Qty. 1
Sell Qty. (WH-Call) 1
Ship Weight (lbs.) 18.75
Availability Ready to Ship
Catalog Page No. 1789
Country of Origin China
 (Country of Origin is subject to change)



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When can I get it? Use your ZIP code to estimate availability

Qty: **ZIP code:**

Item	Availability	Quantity	Unit Price	Extended Price	Est. Ship Date	Est. Ship Weight	Est. Ship Volume
DAYTON Sling, Round, Endless, 20 Ft L, 21, 200Lb Cap	Ready to Ship	1	\$280.00	\$280.00	1/25/12	18.75	0.00

Quantity: 1



Sling, Round, Endless, 20 Ft L, 21, 200Lb Cap
Brand: DAYTON
Granger Item #: 2MJR1
Price: \$153.00
Qty:



Sling, Round, Endless, 17 Ft L, 21, 200Lb Cap
Brand: DAYTON
Granger Item #: 2MJR9
Price: \$172.75
Qty:

Sling, Round, Endless, 10 Ft L, 21, 200Lb Cap
Brand: DAYTON
Granger Item #: 2MJL7
Price: \$37.50
Qty:

Sling, Round, Endless, 24 Ft L, 100 Lb Cap
Brand: DAYTON
Granger Item #: 2MJN9
Price: \$120.40
Qty:

Quantity Also Purchased



Item	Availability	Quantity	Unit Price	Extended Price	Est. Ship Date	Est. Ship Weight	Est. Ship Volume
DAYTON Sling, Round, Endless, 10 Ft L, 200 Lb Cap	Ready to Ship	1	\$37.50	\$37.50	1/25/12	1.00	0.00
DAYTON Sling, Round, Endless, 20 Ft L, 21, 200Lb Cap	Ready to Ship	1	\$280.00	\$280.00	1/25/12	18.75	0.00
SPERIAN Nise, Dust, Pk10	Ready to Ship	1	\$9.85	\$9.85	1/25/12	0.00	0.00
DAYTON Sling, Round, Endless, 6 Ft L, 500 Lb Cap	Ready to Ship	1	\$30.00	\$30.00	1/25/12	0.00	0.00

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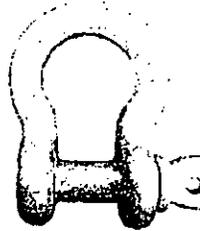
Anchor Shackle, 24, 000 Lb Cap, 1 1/4 Size

Hardware > Supplies > Shackles

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Anchor Shackle, Screw Pin Type, Working Load Limit 24, 000 Lb, Inside Width of Eyes 2 1/32 In, Pin or Bolt Dia 1 3/8 In, Body Size 1 1/4 In, Forged Carbon Steel, Galvanized Finish, Complies with ASTM A 153 Standards

Grainger Item # **2XY31**
 Price (ea.) **\$36.90**
 Brand **GRAINGER APPROVED VENDOR**
 Mfr. Model # **2XY31**
 UNSPSC # **31182803**
 Ship Qty. (2) **1**
 Sell Qty. (Will-Call) (2) **1**
 Ship Weight (lbs.) **9.0**
 Availability **Ready to Ship (2)**
 Catalog Page No. **1255 (2)**
 Country of Origin (Country of Origin is subject to change.) **China**



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See item details, including product specifications, for more information.

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Qty: ZIP code: **05**

Item	Additional Information	Compliance & Restrictions	HS Code	RoHS/REACH/SCS	Optional Accessories	Associated Products	Repair Parts
Item		Machine Shackle					
Type		Anchor Shackle					
Working Load Limit		24,000 Lb					
Body Size		1 1/4 In					
Pin or Bolt Dia		1 3/8 In					
Width Between Eyes		2 1/32 In					
Body Material		Forged Carbon Steel					
Finish		Galvanized					
Standards		Complies with ASTM A 153					

Customer Also Purchased

1 of 2

Brand: GEORGIA PACIFIC	Brand: 3M	Brand: TOUGH GUY	Brand: STANLEY	Brand: FLUXE
Grainger Item #: 20228 Price: \$81.45	Grainger Item #: 43700 Price: \$28.85	Grainger Item #: 30534 Price: \$2.52	Grainger Item #: 44275 Price: \$8.00	Grainger Item #: 25435 Price: \$28.49
Qty: ADD TO ORDER	Qty: ADD TO ORDER	Qty: ADD TO ORDER	Qty: ADD TO ORDER	Qty: ADD TO ORDER

Other Supplier Items for this Product

Chain Shackles (120) | Wire Rope Shackles (125) | Anchor Shackles (124) | Screw Pin Shackles (121)

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McCarthy, Carol

From: Rakoski, Wayne
Sent: Friday, April 27, 2012 2:18 PM
To: King, Charles; Wojnar, George
Subject: from USP-EDS-KMC280
Attachments: SUSP-NWK-KM12042710060.pdf

From: Jean-Marc Rotsaert [mailto:jean-marc.rotsaert@aak.com]
Sent: Friday, April 27, 2012 1:09 PM
To: Saporito, Andrew; Kirin, Jason; Rakoski, Wayne
Subject: Fw: from USP-EDS-KMC280

This is too funny!!!!!!
Hope you guys are doing well
JM

----- Forwarded by Jean-Marc Rotsaert/US/Global on 04/27/2012 01:08 PM -----

From: Tom Winter/US/Global
To: US-Executive Committee@Domino,
Date: 04/27/2012 12:05 PM
Subject: Fw: from USP-EDS-KMC280

----- Forwarded by Tom Winter/US/Global on 04/27/2012 12:05 PM -----

From: Scott Welsh/US/Global
To: Nigel Glover/US/Global@Domino, Tom Winter/US/Global@Domino, Allen Morales/US/Global@Domino, Brett Levander/US/Global@Domino, Anthony Dobeck/US/Global@Domino, Mike Linne/US/Global@Domino, Luis Gomez/US/Global@Domino,
Date: 04/27/2012 11:14 AM
Subject: Fw: from USP-EDS-KMC280

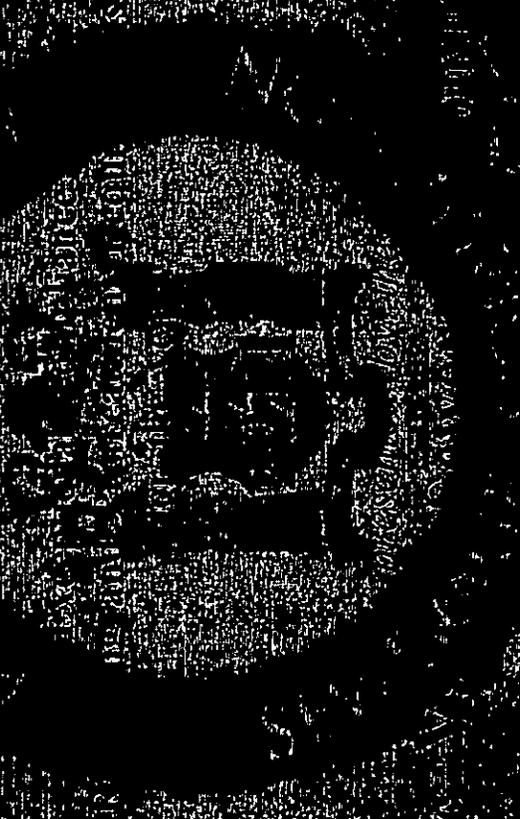
See attached award from PVSC for "excellence". They especially wanted to acknowledge Nigel for his help and assistance when they were screaming at him late one night in the not-to-distant past. I for one would like to thank the academy...

----- Forwarded by Scott Welsh/US/Global on 04/27/2012 11:11 AM -----

From: AAK.Scanner@aak.com
To: scott.welsh@aak.com
Date: 04/27/2012 11:10 AM
Subject: from USP-EDS-KMC280

Award of Excellence

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McCarthy, Carol

From: Nguyen, Kim
Sent: Thursday, April 05, 2012 9:50 AM
To: Kulik, Michael; Ten Berge, John; Jenkins, Robert K; Rotolo, Steven; Panicali, Paul; Perry, John
Cc: Smith, Matthew (PCD); King, Charles; 'Rob Stramara'; 'Mike Linne'; Farruggia, Michael
Subject: TAA - PN-1529 - Hydrogenation Vessel - Aarhus Hydro Lift Plan
Attachments: Iron Hills lift plan.pdf

Please find attached the Hydrogenation Vessel Lift Plan submitted by Aarhus, per the above-referenced TAA.

With Rob Stramara and Mike Linne on the cc line, I am requesting that Aarhus provides the Port Authority with 72-hours advance notification.

Thanks and regards,

Kim Nguyen
Tenant Alteration Application Program Manager
New Jersey Marine Terminals
The Port Authority of New York and New Jersey
260 Kellogg Street
Newark, NJ 07114
(973) 578-2155
kn Nguyen@panynj.gov

From: Farruggia, Michael
Sent: Thursday, April 05, 2012 8:16 AM
To: Nguyen, Kim
Subject: FW: Hydro Lift Plan

FYI

From: Rob Stramara [mailto:rstramara@thinkpath.com]
Sent: Wednesday, April 04, 2012 1:16 PM
To: Farruggia, Michael
Subject: FW: Hydro Lift Plan

Mike,

Attached is the crane lift plan for the AAK Hydro project TAA PN 1529, per our discussion this morning.

Let me know if you have any questions.

Thanks.

Rob Stramara
General Manager - NJ
THINKPATH Engineering Services LLC
165A Ryan Street
South Plainfield, NJ 07080
908-753-0400 (Phone) Ext. 29

908-756-0729 (Fax)
rstramara@thinkpath.com
www.thinkpath.com

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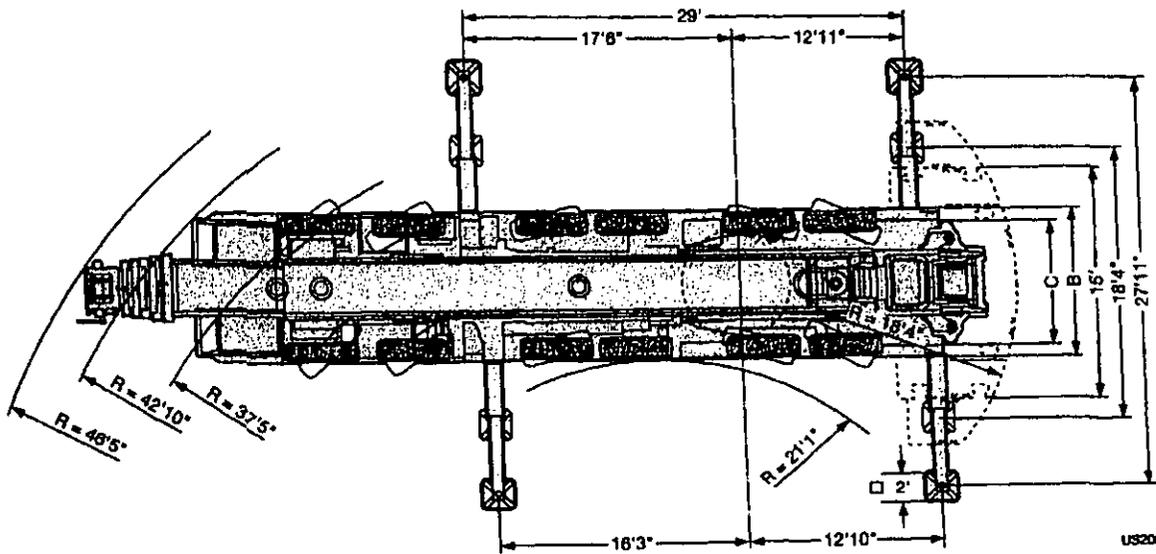
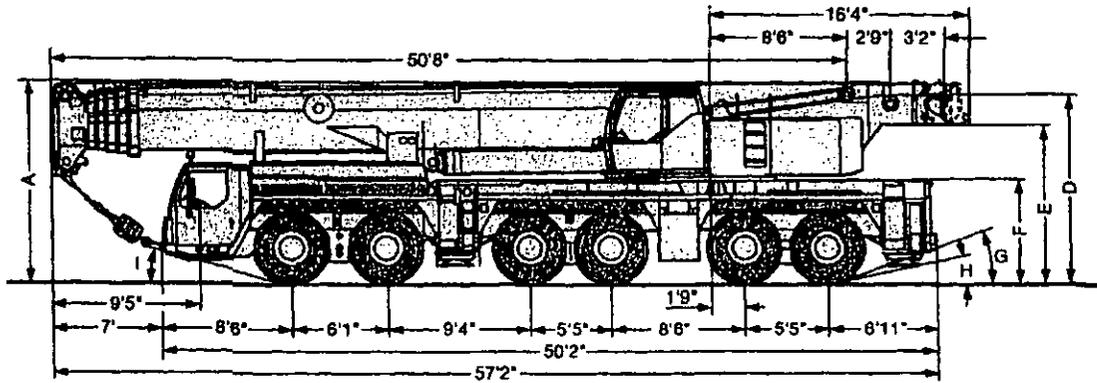
From: Scott Welsh [mailto:scott.welsh@aak.com]
Sent: Wednesday, April 04, 2012 10:20 AM
To: rstramara@thinkpath.com
Subject: Fw: Hydro Lift Plan

David Fitzgerald

— Original Message —

From: David Fitzgerald
Sent: 04-04-2012 08:09 EDT
To: Eric Clark; Scott Welsh
Subject: Hydro Lift Plan
(See attached file: Iron Hills lift plan.pdf)

Dimensions Encombremet



US2080

		Dimensions / Encombremet									
		A	A	B	C	D	E	F	G	H	I
16.00 R 25	13'1"	0'6"	12'8"	9'10"	8'4"	12'4"	10'4"	6'9"	19"	13"	15"
20.5 R 25	13'1"	12'8"	10'8"	8'10"	12'4"	10'4"	6'9"	18"	13"	15"	

* lowered / abaissé

Lifting capacities on telescopic boom
Forces de levage à la flèche télescopique

	51 ft	68 ft	85 ft	102 ft	119 ft	136 ft	153 ft	170 ft	187 ft	204 ft	221 ft	238 ft	
9	389												9
10	388	297											10
12	370	297	258										12
14	331	297	258										14
16	305	284	258	197									16
18	288	287	250	197	157								18
21	261	246	232	197	157	134							21
24	239	228	214	195	157	134	104						24
27	220	209	198	188	157	134	104	81.5					27
30	201	195	184	175	157	132	102	81.5	83.5				30
33	183	182	172	164	158	130	97.5	81	83.5				33
36	163	170	162	154	150	129	93.5	79	83.5	48.3			36
39	142	158	153	145	141	124	89.5	78.5	83.5	46.3	41.3		39
45		137	136	130	127	113	82	71.5	80.5	46.3	41.1		45
51		115	119	116	115	104	74.5	68	57.4	46.3	40.8	34	51
57		78.5	103	102	103	98	68	60.5	53.6	46	39.8	33.8	57
63			90.5	89	91.5	89	63	55.7	49.9	44	38.5	33.2	63
69			78.5	78.5	83	82	59.2	51	46.4	41.3	36.9	32.3	69
75				70	78.5	74.5	56.1	48.9	43.2	38.8	35.1	31	75
81				64.5	68	67	53.2	43.7	40	38.4	33.2	29.4	81
87				59.1	63	61	50.5	40.9	37	34.2	31.4	27.9	87
93					57.3	56.2	48	38.4	34.5	32.1	29.8	26.4	93
99					62.4	50.2	45.8	38.1	32.1	30.1	28.2	25.1	99
105						45.8	44	33.8	30.3	28.3	26.6	23.7	105
111							42.4	32	28.6	26.5	25.1	22.5	111
117						38.6	30.3	30.7	27	24.9	23.6	21.3	117
123						36.2	37.4	29.5	25.4	23.6	22.4	20.1	123
129							34.6	28.4	24.1	22.4	21.1	19	129
135							32.2	27.4	22.9	21.2	19.8	17.9	135
141							22.6	26.3	21.8	20.1	18.6	16.9	141
147								25.4	20.8	19.3	17.4	15.9	147
153								24.4	19.8	18.4	16.3	14.9	153
159									19	17.7	15.4	14	159
165									18.3	16.9	14.6	13.3	165
171									17.7	16.2	13.7	12.8	171
177									14.7	15.5	12.9	11.9	177
183										14.8	12.2	11.2	183
189											11.4	10.5	189
195											10.7	9.8	195
201											10	9.2	201
207												8.5	207
213												7.9	213

TAB 131322

Remarks referring to load charts

1. The tabulated lifting capacities do not exceed 85% of the tipping load.
2. The crane's structural steelwork is in accordance with DIN 15018, part 3. Design and construction of the crane comply with DIN 15018, part 2, and with F. E. M. regulations.
3. The 85% overturning limit values take into account wind force 5 = wind speed 20 mph.
4. Lifting capacities are given in kips.
5. The weight of the hook blocks and hooks must be deducted from the lifting capacities.
6. Working radii are measured from the slewing centreline.
7. The lifting capacities given for the telescopic boom only apply if the folding jib is taken off.
8. Lifting capacities are subject to modifications.
9. Lifting capacities above 298 kips only with additional pulley block/special equipment.

Remarques relatives aux tableaux des charges

1. Les forces de levage indiquées ne dépassent pas 85% de la charge de basculement.
2. La norme DIN 15018, 3ème partie est appliquée pour les charpentes. La construction de la grue est réalisée conformément à la norme DIN 15018, 2ème partie, et aux règles de la F. E. M.
3. A 85% de la charge de basculement, il a été tenu compte d'un vent de force 5 = vitesse de vent 20 mph.
4. Les forces de levage sont données en kips.
5. Le poids des moufles et crochets doit être soustrait des charges indiquées.
6. Les portées sont calculées à partir de l'axe de rotation.
7. Les forces indiquées pour la flèche télescopique s'entendent flèche déployable déposée.
8. Les forces de levage sont modifiables sans préavis.
9. Forces de levage plus de 298 kips seulement avec moufle additionnel/équipement supplémentaire.

Subject to modification / Sous réserve de modifications

TD 131.02.US10.2006

Liebherr-Werk Ehingen GmbH
Postfach 1361, 89582 Ehingen, Germany
☎ +49 73 91 5 02-0, Fax +49 73 91 5 02-33 99
www.liebherr.com, E-mail: info.lwe@liebherr.com

From: Jenkins, Robert K
Sent: Thursday, February 09, 2012 11:29 AM
To: King, Charles
Subject: FW: Product

From: Peter B Maulbeck [mailto:peter.maulbeck@aak.com]
Sent: Wednesday, February 08, 2012 5:26 PM
To: Jenkins, Robert K
Subject: Fw: Product

Rob,

The incoming receipts for 2011 was 159,800 metric tons.

Do not hesitate to provide any additional questions.

Regards,
Pete

----- Forwarded by Peter B Maulbeck/US/Global on 02/08/2012 05:13 PM -----

From: Scott Welsh/US/Global
To: Peter B Maulbeck/US/Global@Domino
Date: 02/08/2012 03:21 PM
Subject: Fw: Product

Rob is our Operations rep.

----- Forwarded by Scott Welsh/US/Global on 02/08/2012 03:21 PM -----

From: "Jenkins, Robert K" <RKJenkins@panynj.gov>
To: "Scott Welsh" <scott.welsh@aak.com>
Date: 02/08/2012 01:38 PM
Subject: Product

By chance, can you provide me an annual total of oils that your facility takes in? Not final product.

Thanks.

RJ

From: stephen mogerley [httpcorp@earthlink.net]
Sent: Monday, December 05, 2011 1:35 PM
To: King, Charles
Subject: RE: Berth 14 Follow Up

Chuck,

After meeting with you on Wednesday I thought it would be a good idea to recap what Hudson's needs would be if we had to set up for Berth 16.

Those requirements would include: (1) six 6" stainless steel transfer lines; (2) one insulated 2 - 3" steam supply line; (3) one 2 - 3" air line; (4) one 2" nitrogen supply line; (5) Space for six 120' lengths of 6" Cargo Hose; (6) Facility Communication and Phone Lines; (7) a Person in Charge ("PIC") Shelter; (8) Fencing that meets maritime security requirements; (9) Vehicle and personnel access to prepare lines and hoses for discharge from vessel; (11) Lighting; and (10) mooring for the breasting barge (not required if there's 40' MLW). If it's helpfull I can show you what we have in place at Berth 14. Much of what is in place on our berth is pput there to meet 33 CFR requirements.

I'm hoping that there's something we can do to configure Berth 14. If there's anything you need please let me know.

Regards,
Steve Mogerley

-----Original Message-----

From: "King, Charles"
Sent: Nov 21, 2011 8:53 AM
To: stephen mogerley
Subject: RE: Berth 14

Steve,

How is 10:30 on Wednesday, we can meet here at 260 Kellogg? In the interim we need to you keep all live loads , i.e trucks, at least 20' off the face of the wharf for the entire length of the wharf.

Chuck

From: stephen mogerley [mailto:httpcorp@earthlink.net]
Sent: Friday, November 18, 2011 10:37 AM
To: King, Charles
Subject: Re: Berth 14

Chuck,

Next week will be tough. Can we set something up for Monday or Wednesday of the week following Thanksgiving?

Thanks,
Steve

-----Original Message-----

From: "King, Charles"
Sent: Nov 17, 2011 4:26 PM
To: httpcorp@earthlink.net
Subject: Berth 14

Steve,

I left you a voice mail but could you please send me some dates and times that you are available next week to discuss issues with Berth 14.

Thanks

Chuck

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