Torres Rojas, Genara

FOI # 13980

From: scottjohnston1@comcast.net
Sent: Friday, May 10, 2013 1:17 PM
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 Warehouse Industry
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 August 2, 2012 to April 30, 2013 involving the following two tenants. 1. Hudson Tank Terminals 2. Aarhus Karlshamn.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

June 7, 2013

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

Re: Freedom of Information Reference No. 13980

Dear Mr. Johnston:

This is a response to your May 10, 2013 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 with the Port Authority during the time period from August 2, 2012 to April 30, 2013 involving the following two tenants: Hudson Tank Terminals and Aarhus Karlshamn.

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/13980-LPA.pdf. Paper copies of the available records are available upon request.

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

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

225 Park Avenue South, 17th Floor
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.

PERMITTEE: AARHUSKARLSHAMN USA INC., a Delaware corporation

PERMITTEE'S ADDRESS: 131 Marsh Street
Port Newark
Newark, New Jersey 07114

PERMITTEE'S REPRESENTATIVE: Jean-Marc Rotsaert

SPACE: As set forth in Special Endorsement No. 1 hereof.

PURPOSES: As set forth in Special Endorsement No. 2 hereof.

FEES: As set forth in Special Endorsement No. 3 hereof.

EFFECTIVE DATE: April 1, 2012

EXPIRATION DATE: September 30, 2012, unless sooner revoked or terminated as herein provided.

ENDORSEMENTS: 11.1, 19.4, Special Endorsements, Exhibit A and Insurance Schedule

ated: 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:

AARHUSKARLSHAMN USA INC.,
Permittee

By _____

Name JEAN-MARC ROTSAERT
(Please Print Clearly)

(Title) President

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 ll0 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.

For the Port Authority

Initialed:

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

From: Chaplinski, Christine
To: "Peter B Maulbeck"
Cc: Wojnar, George; Jenkins, Robert K
Subject: AAK Coliform Concern
Date: Tuesday, October 09, 2012 11:31:00 AM

I checked with the environmental person in Operations and learned:

- The resent re-test of AAK's water was acceptable.
- The City Of Newark has deemed all water at the Port safe to drink.
- The PA is working with the City of Newark to increase the residual chlorine level in the water supply.

I hope that allays your concerns with the water quality. Of course, if you ever become aware of any specific water quality problem, please contact me or your Operations Rep Rob Jenkins, so that we can immediately forward your concerns. Or, if it is any kind of emergency, please call the NJMT "7X24" OCC at 973-578-2192.

Thank you!

Chris

From: Peter B Maulbeck [mailto:peter.maulbeck@aak.com]
Sent: Tuesday, October 09, 2012 9:38 AM
To: Chaplinski, Christine
Subject: RE: Coliform

Christine,

As I understand it there is coliform in the water. I believe the PANYNJ must have some tanks of water which are fouled with coliform. This coliform is then being distributed to the water customers. I believe the PA need to add chlorine to the water to kill the coliform.

Is there a plan in place?

Pete

"Chaplinski, Christine" ---10/09/2012 09:13:01 AM---Pete...I haven't heard about this problem here in Leasing, so I'll ask Operations and get back to yo

From: "Chaplinski, Christine" <cchaplinski@panynj.gov>
To: 'Peter B Maulbeck' <peter.maulbeck@aak.com>
Date: 10/09/2012 09:13 AM
Subject: RE: Coliform

Pete...I haven't heard about this problem here in Leasing, so I'll ask Operations and get back to you.

Chris

From: Peter B Maulbeck [mailto:peter.maulbeck@aak.com]
Sent: Sunday, October 07, 2012 8:33 PM
To: Chaplinski, Christine
Subject: Coliform

Christine,

As I understand it there is coliform in the Port Authority water. This is an issue for a food factory. What is the problem? How is it being addressed?

Regards,
Pete

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: Peter B Maulbeck
To: Chaplinski, Christine
Subject: Fw: AarhusKarlshamn USA Inc - Port Authority of NY & NJ [130417825176]
Date: Monday, April 22, 2013 4:28:22 PM
Attachments: AarhusKarlshamn USA Inc_Port Authority of NY & NJ_130417825176.pdf

---

Christine, Please forward as appropriate. Pete

----- Forwarded by Peter B Maulbeck/US/Global on 04/22/2013 04:27 PM -----

From: ACS Chicago <acs.chicago@aon.com>
To: <peter.maulbeck@aak.com>, <panynj@ebix.com>,
Date: 04/22/2013 04:19 PM
Subject: AarhusKarlshamn USA Inc - Port Authority of NY & NJ [130417825176]

Attached, please find the Certificate(s) of Insurance that you have requested. Should you have any questions, please call 866-283-7122.

(See attached file: AarhusKarlshamn USA Inc_Port Authority of NY & NJ_130417825176.pdf)

Aon Client Services
Aon Risk Services Central, Inc.
dba Aon Risk Insurance Services Central, Inc.
CA License 0D04043
1000 Milwaukee Ave. | Glenview, IL | 60025
t: 866.283. 7122 | f: 847.953.5390 w: aon.com

From: Peter B Maulbeck
To: Chaplinski, Christine
Subject: Fw: AarhusKarlshamn USA Inc - The Port Authority of New York and New Jersey [130308718383]
Date: Wednesday, March 13, 2013 8:18:29 AM
Attachments: AarhusKarlshamn USA Inc_The Port Authority of New York and New Jersey_130308718383.pdf

---

Christine,

Please see the attached Certificate of Insurance.

Regards,
Pete

----- Forwarded by Peter B Maulbeck/US/Global on 03/13/2013 08:17 AM -----

From: ACS Chicago <acs.chicago@aon.com>
To: <peter.maulbeck@aak.com>, <cmccarth@panynj.gov>,
Date: 03/13/2013 06:49 AM
Subject: AarhusKarlshamn USA Inc - The Port Authority of New York and New Jersey [130308718383]

[This document was also sent, via fax, to the following number(s): 'Carol McCarthy' (973-690-3498)]

Attached, please find the Certificate(s) of Insurance that you have requested. Should you have any questions, please call 866-283-7122.

(See attached file: AarhusKarlshamn USA Inc_The Port Authority of New York and New Jersey_130308718383.pdf)

Aon Client Services
Aon Risk Services Central, Inc.
dba Aon Risk Insurance Services Central, Inc.
CA License 0D04043
1000 Milwaukee Ave. | Glenview, IL | 60025
t: 866.283. 7122 | f: 847.953.5390 w: aon.com

From: Peter B Maulbeck
To: Chaplinski, Christine
Cc: Mike Linne
Subject: Fw: PN construction yard
Date: Friday, October 26, 2012 5:01:48 PM

Christine,

We have vacated the space permit area. Do not hesitate to provide any questions.

Regards,
Pete

----- Forwarded by Peter B Maulbeck/US/Global on 10/26/2012 05:00 PM -----

From: Mike Linne/US/Global
To: Peter B Maulbeck/US/Global
Date: 10/16/2012 11:42 AM
Subject: PN construction yard

Pete,
FYI - AAK no longer occupies the construction yard as of Sept 27. Please notify PANYNJ and don't pay any further rents on this property.

ML

From:	Chaplinski, Christine
To:	"Peter B Maulbeck"
Cc:	Clyne, Thomas; Evans, Robert; Nguyen, Kim
Subject:	LPN-301 AKK TAA Issues
Date:	Tuesday, October 02, 2012 4:52:00 PM
Attachments:	2012-09-28 - TAA - PN-1544 - Tenant Alteration Application and Certificate of Occupancy Letter.pdf 2012-08-31 - TAA - PN-1544 - DISAPPROVAL LETTER.pdf 2012-09-28-TAA-PN-1529 - Tenant Alteration Application and Certificate of Occupancy Letter.pdf 2012-09-13-AAK Asbestos Survey TAA PN 1529.pdf RE AAK TAA PN 1529 - Asbestos and Hazmat Survey - Review Comments.msg
Importance:	High

The below TAA issues are being escalated within the Port Authority, so I wanted to make sure you were aware of them and ask for your assistance with resolving them quickly. As indicated in the attachments, the specific responses should be submitted to Kim Nguyen. But per my voice mail, please give me a call to discuss the situation(s) in general. Management does not want to see AAK's operations affected at the site. The asbestos matter is of particular concern and we ask that AAK be sure it is handled properly with the EPA. Thank you very much and hope to hear from you soon.

Christine Chaplinski

Port Authority of NY and NJ

NJMT Leasing Representative

(973) 690-3490

cchaplinski@panynj.gov

From: Nguyen, Kim
Sent: Friday, September 28, 2012 5:46 PM
To: Mike Linne
Cc: Shaw, Ron; Farruggia, Michael; Palmieri, Mario; Bhol, Saroj; Smith, Matthew (PCD); Clyne, Thomas; Fadavi, Ali; Minassian, Noel; Evans, Robert; 'rstramara@thinkpath.com'; Sherburne, Aaron; Jenkins, Robert K; Kolikoff, Arnold; Rogak, Elizabeth; McIntyre, Carlene; Chaplinski, Christine; Mehta, Uday; Buljovcic, Slobodan
Subject: TAA - PN-1544 and PN-1529 - Tenant Alteration Application and Certificate of OCcupancy letters
Importance: High

Please find attached the Tenant Alteration Application and Certificate of Occupancy letters on the above-referenced TAAs, to notify AAK of its unauthorized occupation and use of your leased property, without Certificate of Occupancy, and AAK's subsequent responsibilities and liabilities.

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

knguyen@panynj.gov

From: Chaplinski, Christine
To: "Emily Sanchez"; Opthof, Kathy
Cc: "Peter B Maulbeck"
Subject: RE: Aarhus - Delinquent List - Water/Sewer Invoices
Date: Wednesday, April 24, 2013 11:34:00 AM
Attachments: image001.png

Thank you for making that distinction, Emily.

Kathy – No address change is necessary. Please call me with any questions.

Chris

From: Emily Sanchez [mailto:emily.sanchez@aak.com]
Sent: Wednesday, April 24, 2013 11:06 AM
To: Chaplinski, Christine
Cc: Peter B Maulbeck
Subject: Fw: Aarhus - Delinquent List - Water/Sewer Invoices

Hi Christine,
The address you have on file is correct. Please note that this address is only for invoices. Any other correspondence should be sent to the following address.

AarhusKarlshamn USA Inc.
499 Thomall Street, 5th Floor
Edison, NJ 08837

Best regards

Emily Sanchez
Accounts Receivable Specialist
Accounting - New Jersey

AarhusKarlshamn USA Inc.
499 Thomall Street - 5th Floor
Edison, NJ 08837
USA

emily.sanchez@aak.com
+1 973-741-5013 (Direct line)
+1 973-344-9049 (Fax)

http://www.aak.com
http://www.greenpalm.org
http://www.rspo.org

This e-mail is confidential and the contents hereof may be legally privileged information. It is intended only for the addressees. If you receive this e-mail in error, kindly inform us by return e-mail or by phone and delete this e-mail and its attachments immediately, without reading, copying, printing, retaining or disclosing any part thereof.

----- Forwarded by Emily Sanchez/US/Global on 04/24/2013 11:01 AM -----

From: Peter B Maulbeck/US/Global
To: Emily Sanchez/US/Global@Domino
Date: 04/23/2013 09:46 AM
Subject: Fw: Aarhus - Delinquent List - Water/Sewer Invoices

----- Forwarded by Peter B Maulbeck/US/Global on 04/23/2013 09:43 AM -----

From: "Chaplinski, Christine" <cchaplinski@panynj.gov>
To: "'Peter B Maulbeck'" <peter.maulbeck@aak.com>,
Cc: "Jenkins, Robert K" <RKJenkins@panynj.gov>, "Opthof, Kathy" <kopthof@panynj.gov>
Date: 04/23/2013 09:06 AM
Subject: RE: FW: Aarhus - Delinquent List - Water/Sewer Invoices

---

Pete...Please verify which is the correct billing address. I'm just checking, because it seems like AAK should have gotten those other two invoice by now. Thanks.

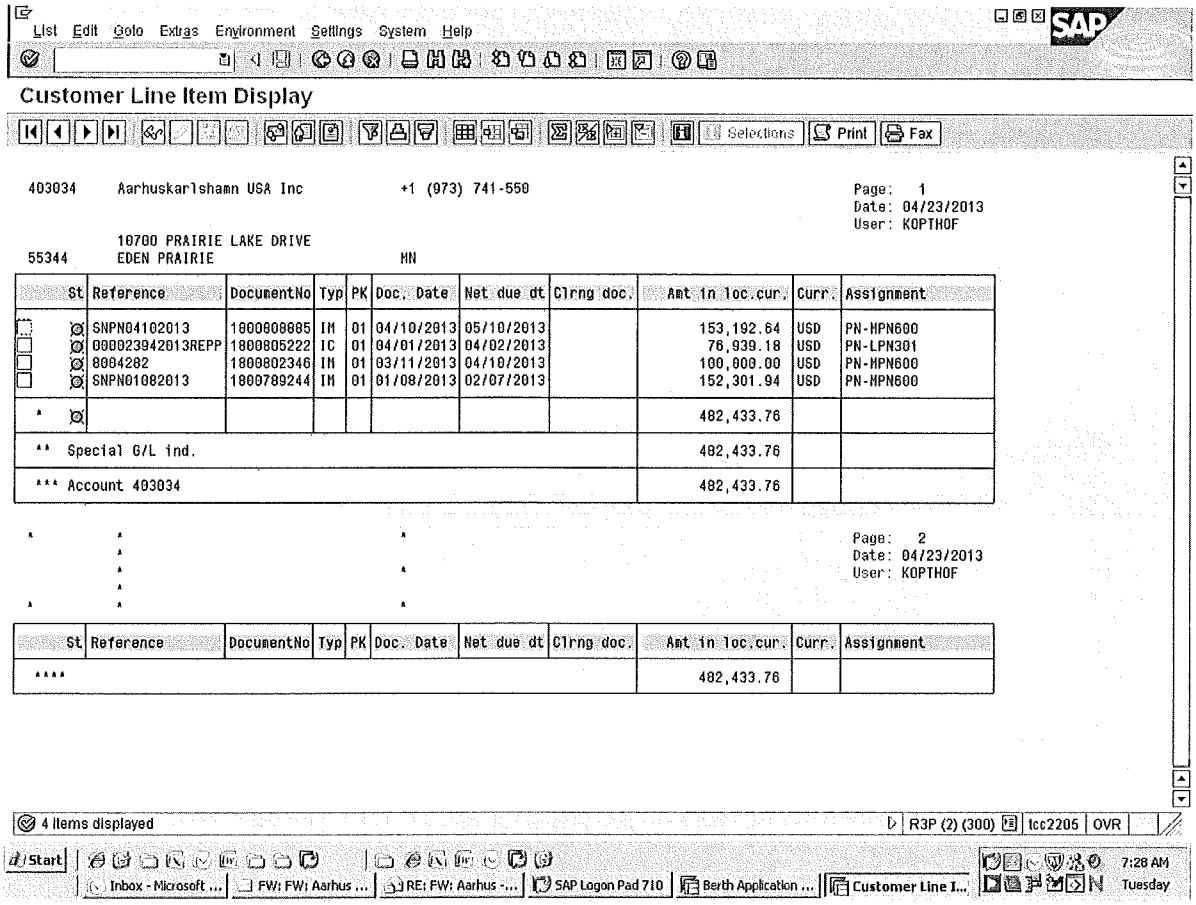
Chris

From: Opthof, Kathy
Sent: Tuesday, April 23, 2013 7:30 AM
To: Chaplinski, Christine
Cc: 'Peter B Maulbeck'; Jenkins, Robert K
Subject: RE: FW: Aarhus - Delinquent List - Water/Sewer Invoices

Chris,

Good Morning,

Looks like their invoices are going to Minnesota – see below. I'm not sure if a request was ever made to change it to Edison.



List Edit Goto Extras Environment Settings System Help

Customer Line Item Display

Selections | Print | Fax

403034 Aarhuskarlshamn USA Inc +1 (973) 741-550

Page: 1
Date: 04/23/2013
User: KOPTHOF

10700 PRAIRIE LAKE DRIVE
55344 EDEN PRAIRIE MN

St	Reference	DocumentNo	Typ	PK	Doc. Date	Net due dt	Clrng doc.	Amt in loc.cur.	Curr.	Assignment
	SNPN04102013	1800808885	IM	01	04/10/2013	05/10/2013		153,192.64	USD	PN-MPN600
	0000023942013REPP	1800805222	IC	01	04/01/2013	04/02/2013		76,939.18	USD	PN-LPN301
	8004282	1800802346	IM	01	03/11/2013	04/10/2013		100,000.00	USD	PN-MPN600
	SNPN01082013	1800789244	IM	01	01/08/2013	02/07/2013		152,301.94	USD	PN-MPN600
*								482,433.76		
**	Special G/L ind.							482,433.76		
***	Account 403034							482,433.76		

Page: 2
Date: 04/23/2013
User: KOPTHOF

St	Reference	DocumentNo	Typ	PK	Doc. Date	Net due dt	Clrng doc.	Amt in loc.cur.	Curr.	Assignment
****								482,433.76		

4 items displayed | R3P (2) (300) | tcc2205 | OVR

Start | Inbox - Microsoft ... | FW: FW: Aarhus ... | RE: FW: Aarhus -... | SAP Logon Pad 710 | Berth Application ... | Customer Line I... | 7:28 AM Tuesday

Kathy A. Opthof
Supervising Financial Analyst
New Jersey Marine Terminals
Port Commerce Department
973-690-3488 (office)
From: Chaplinski, Christine
Sent: Monday, April 22, 2013 4:42 PM
To: Opthof, Kathy
Cc: 'Peter B Maulbeck'; Jenkins, Robert K
Subject: FW: FW: Aarhus - Delinquent List - Water/Sewer Invoices

Peter...Thank you for that quick response.

Kathy...Please see Peter's comments notes. I doubt this is an issue, but you may also want to check to make sure all the invoices go to the correct AAK address in Edison:

AarhusKarlshamn USA Inc.
Atten: Peter Maulbeck
499 Thornall Street
5th Floor
Edison, NJ 08837

From: Peter B Maulbeck [mailto:peter.maulbeck@aak.com]
Sent: Monday, April 22, 2013 4:31 PM
To: Chaplinski, Christine
Subject: Re: FW: Aarhus - Delinquent List - Water/Sewer Invoices

Christine,

The $100,000 and $152,301.94 are approved for payment.

I have not received the other 2 invoices.

Regards,
Pete

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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: Chaplinski, Christine
To: "peter.maulbeck@aak.com"
Cc: Evans, Robert
Subject: RE: Form of Notice to AAK, LPN-301
Date: Wednesday, August 15, 2012 3:00:00 PM

Thank you for the voice mail you left this morning informing us that you have paid your third party vendor, thus closing this Lien issue. No need to call Bob Evans, since I have cc'd him on this note. We really appreciate the update.

On other business, just a reminder that your Space Permit MNS-346 for the staging area ends Sept. 30, 2012, so I'll be calling to arrange a survey of the site the following week to make sure that the parcel has been returned to its original condition.

Also, since you mentioned your idea about leasing a bit more property behind your building, don't forget to send me a marked-up Exhibit to show the desired area if you are still interested in that option.

Thanks very much. Enjoy the rest of this fleeting summer!

Christine Chaplinski

Port Authority of NY and NJ

NJMT Leasing Representative

(973) 690-3490

cchaplinski@panynj.gov

From: Peter B Maulbeck
To: Chaplinski, Christine
Subject: Re: FW: Aarhus - Delinquent List - Water/Sewer Invoices
Date: Monday, April 22, 2013 4:31:29 PM

Christine,

The $100,000 and $152,301.94 are approved for payment.

I have not received the other 2 invoices.

Regards,
Pete

From: "Chaplinski, Christine" <cchaplinski@panynj.gov>
To: "'Peter B Maulbeck'" <peter.maulbeck@aak.com>,
Cc: "Jenkins, Robert K" <RKJenkins@panynj.gov>
Date: 04/22/2013 02:48 PM
Subject: FW: Aarhus - Delinquent List - Water/Sewer Invoices

Hello, Pete. Can you please find out what's going on with the below utility payments? We'd appreciate either a planned payment date or an explanation if there is some kind of dispute.

Thank you very much. Hope all is well.

Christine Chaplinski

Port Authority of NY and NJ

NJMT Leasing Representative

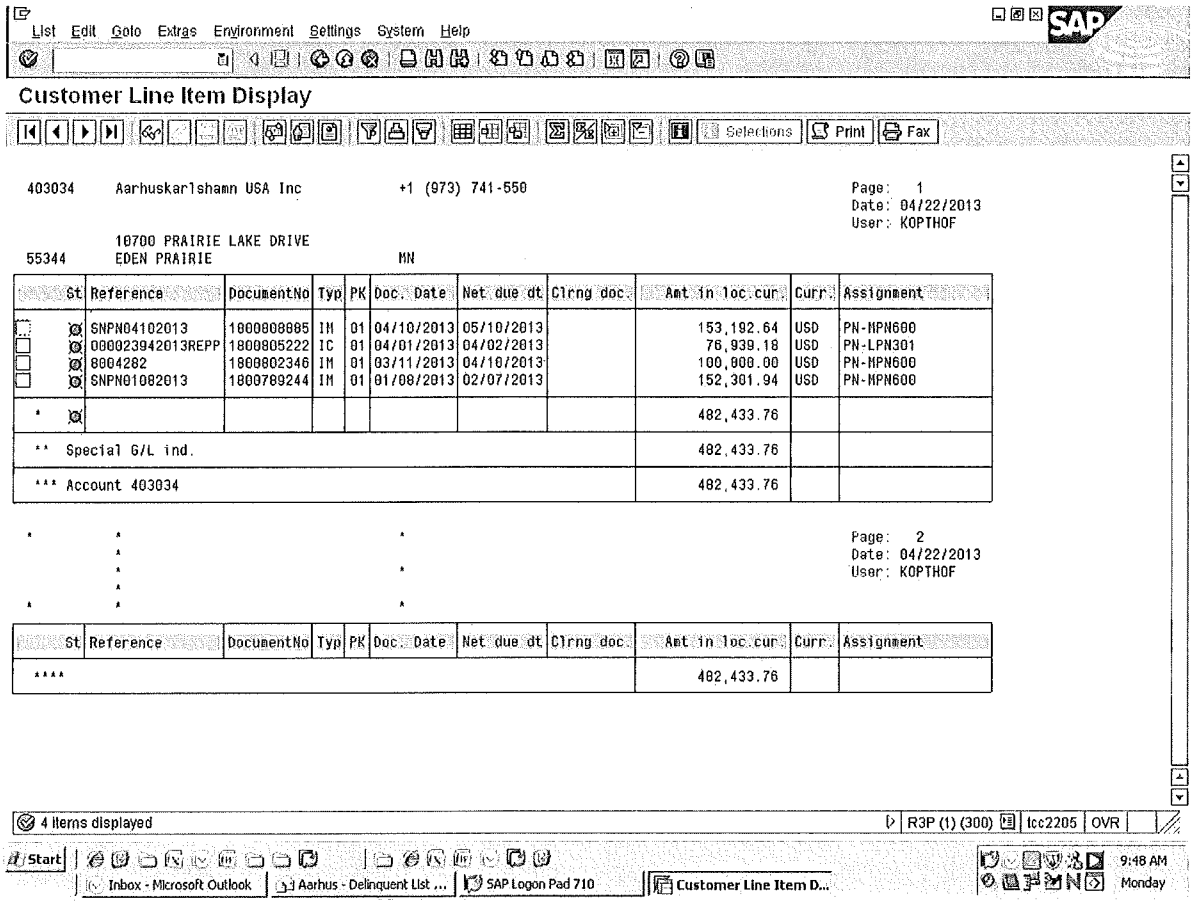
(973) 690-3490

From: Opthof, Kathy
Sent: Monday, April 22, 2013 9:49 AM
To: Jenkins, Robert K
Cc: Chaplinski, Christine
Subject: Aarhus - Delinquent List - Water/Sewer Invoices

Rob,

Please reach out to your contact at Aarhus – they are delinquent in paying water/sewer invoices.
See account below:

Thanks
Kath



List Edit Goto Extras Environment Settings System Help

Customer Line Item Display

Selections | Print | Fax

403034 Aarhuskarlshamn USA Inc +1 (973) 741-550

Page: 1
Date: 04/22/2013
User: KOPTHOF

10700 PRAIRIE LAKE DRIVE
55344 EDEN PRAIRIE MN

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	000023942013REPP	1800805222	IC	01	04/01/2013	04/02/2013		76,939.18	USD	PN-LPN301
	8004282	1800802346	IN	01	03/11/2013	04/10/2013		100,000.00	USD	PN-MPN600
	SNPN01082013	1800789244	IN	01	01/08/2013	02/07/2013		152,301.94	USD	PN-MPN600
*								482,433.76		
**	Special G/L ind.							482,433.76		
***	Account 403034							482,433.76		

Page: 2
Date: 04/22/2013
User: KOPTHOF

St	Reference	DocumentNo	Typ	PK	Doc. Date	Net due dt	Clrng doc.	Amt in loc.cur.	Curr.	Assignment
****								482,433.76		

4 items displayed | R3P (1) (300) | lcc2205 | OVR

Start | Inbox - Microsoft Outlook | Aarhus - Delinquent List ... | SAP Logon Pad 710 | Customer Line Item D... | 9:48 AM Monday

Kathy A. Opthof
Supervising Financial Analyst
New Jersey Marine Terminals
Port Commerce Department
973-690-3488 (office)

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From: Chaplinski, Christine
To: "Peter B Maulbeck"
Subject: RE: Lien PA Property
Date: Tuesday, September 04, 2012 12:30:00 PM
Attachments: LPN 301 Exhibits AAK.docx

Thanks very much, Pete.

Are you still interested in that extra parcel? If yes, mark up the attached diagram and fax or email back to me so I can find out if its available.

Chris
973-690-3490
Fax 973-690-3498

From: Peter B Maulbeck [mailto:peter.maulbeck@aak.com]
Sent: Tuesday, September 04, 2012 12:12 PM
To: Chaplinski, Christine
Subject: Lien PA Property

Christine,

Here is the update on the lien cancellation.

Regards,
Pete
----- Forwarded by Peter B Maulbeck/US/Global on 09/04/2012 12:10 PM -----

From: AAK.Scanner@aak.com
To: peter.maulbeck@aak.com
Date: 09/04/2012 09:36 AM
Subject: from USP-EDS-KM283A

(See attached file: SUSP-EDS-KM12090407350.pdf)

From: Peter B Maulbeck
To: Chaplinski, Christine
Subject: RE: Production Fee Notice
Date: Tuesday, March 12, 2013 4:51:29 PM

In 2012, we lost some volume due to Sandy or we would have made it to 200,000 metric tons. Pete

From: "Chaplinski, Christine" <cchaplinski@panynj.gov>
To: '"Peter B Maulbeck"' <peter.maulbeck@aak.com>,
Date: 03/12/2013 04:47 PM
Subject: RE: Production Fee Notice

Thanks very much, Pete. Glad you were close and hope your business follows the market upward!

Chris

From: Peter B Maulbeck [mailto:peter.maulbeck@aak.com]
Sent: Tuesday, March 12, 2013 4:05 PM
To: Chaplinski, Christine
Subject: Production Fee Notice

Christine,

Please see the attached [Original by mail].

Sorry for any delay.

In 2011 and 2012 we did not achieve 200,000 metric tons of pounds produced.

Regards,
Pete

----- Forwarded by Peter B Maulbeck/US/Global on 03/12/2013 04:01 PM -----

From: AAK.Scanner@aak.com
To: peter.maulbeck@aak.com,
Date: 03/12/2013 03:54 PM
Subject: from USP-EDS-KMC652DS

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: Chaplinski, Christine
To: "stephen mogerley"
Cc: Evans, Robert; Sherburne, Aaron
Subject: Berth 16 Deal Sheet
Date: Monday, November 05, 2012 9:32:00 AM
Attachments: MNS-351 Hudson Tank Berth 16 Deal Sheet.docx

Good morning, Steve. I hope things have settled down for you at the port and at home. I apologize for bringing up non-storm-related business at this point, but we need to get your Berth 16 space permit going. I'm leaving for my Mom's 90th birthday in Oregon on Wednesday, but will periodically be checking my emails.

Attached is a Deal Sheet for your review and signature. Give me a call today if possible with any questions or issues. But since I believe we're in agreement on the terms, I'll put these terms into our "system" tomorrow to get our internal process moving.

I plan to take a ride around the port later for my first time, so will drop off a copy with my signature and to get your sign-off if possible. Hope to see you later.

Christine Chaplinski

Port Authority of NY and NJ

NJMT Leasing Representative

(973) 690-3490

cchaplinski@panynj.gov

From: Chaplinski, Christine
Sent: Monday, October 15, 2012 10:45 AM
To: 'stephen mogerley'
Cc: Norris, Reginald; Evans, Robert; Sherburne, Aaron; Jenkins, Robert K
Subject: Port Authority Claim Forms

Good morning, Steve. We spoke with Claims Rep Reggie Norris and he will mailing out a Claims package to you and will be your direct contact. Operations (Aaron) and Leasing (Bob and I) won't be part of that Claims process, but I will get you the Term Sheet for Berth 16 space permit shortly. My challenge at this point is to get an Exhibit showing the fence line for the Berth 16 parcel, so you may see me out there with a measuring wheel today!

Christine Chaplinski

Port Authority of NY and NJ

NJMT Leasing Representative

(973) 690-3490

cchaplinski@panynj.gov

From: Sherburne, Aaron
To: Steve Mogerley (smogerley@httcorp.net)
Cc: Jenkins, Robert K; PNOCC; Chaplinski, Christine; King, Charles
Subject: FSP
Date: Wednesday, October 17, 2012 12:22:57 PM

Steve,

We will be finished with the berth 16 fence work this week. Please confirm that your Facility Security Plan was updated to include berth 16. If that's the case, Hudson Tank should assume security guard responsibility for berth 16 beginning with your next scheduled vessel. At that point we will no longer need to do berth applications on your behalf but would appreciate if you could keep us appraised of the vessel schedule going forward as it helps us when scheduling contract work.

Thanks,

Aaron Sherburne
Manager of Operations, NJMT

Office: 973-578-2129
Cell:
asherbur@panynj.gov

From: Chaplinski, Christine
To: "stephen mogerley"
Subject: FW: Hudson Tank Insurance
Date: Tuesday, March 19, 2013 9:16:00 AM
Attachments: Hudson Tank LNS-867 - Non-Compliancy Preview - 3-4-13.mht
Importance: High

Good morning, Steve...

It's been two weeks since Supplement was delivered to you, so please ask Albert to email his comments/concerns within the next few days to get things moving again. I'll forward any issue immediately over to our lawyer.

Also as briefly mentioned, we'll need to get a satisfactory insurance certificate to attach to the signed Supplement for our in-house authorization. Please take a look at the attached add:

1) The missing Warehousemen's Legal Liability, and also,
2) Make sure the Comm. General Liability box is checked.
3) Make sure the 30-day notice clause is attached.

If you or your administrator have any questions, please call me and I'll conference in our resident expert for clarification.

Thanks very much.

Christine Chaplinski

Port Authority of NY and NJ

NJMT Leasing Representative

(973) 690-3490

cchaplinski@panynj.gov

From: McCarthy, Carol
Sent: Tuesday, March 12, 2013 8:46 AM
To: Chaplinski, Christine
Subject: RE: Hudson Tank Insurance

Chris,

I checked Ebix again this morning. Hudson Tank is only missing Warehousemen's Legal Liability – see attached.

Carol

From: Chaplinski, Christine
To: "stephen mogerley"
Subject: FW: Insurance Forms
Date: Friday, January 04, 2013 11:23:00 AM

Resend...

From: Chaplinski, Christine
Sent: Friday, January 04, 2013 10:29 AM
To: 'stephen mogerley '
Cc: Lillo, Sandra
Subject: FW: Insurance Forms

Morning, Steve. Couple of things...

Per Reggie, Claims package sent USPS on 12-31-12.

Please resend the signed Deal Sheet... attachment wasn't on email.

Sandy update due to Rick today...anything else you want to say?

> Administrative Office operations have moved into temporary trailers on premises while Bldg. 173 offices are renovated.

Can you reply to Sandra's request today? FYI, here's the old info, so you would just have to edit it...

TENANT	TOTAL	UNION	AFFILIATION
Hudson Tank Terminals	42	23	Teamsters

Please try to respond by noon...thanks!

Chris

From: Lillo, Sandra
Sent: Thursday, December 27, 2012 2:37 PM
To: 'httcorp@earthlink.net'
Subject: 3rd Follow up - Update Tenant/Contact Directory & Census - Hudson Tank 173 - PN
Importance: High

Stephen,

I am following up on the information requested on November 27 and December 18. All I need is for you to verify whether the contact information has changed (see below), if it hasn't then let me know that there are no changes. Regarding the census information, Hudson Tank reported for the 2010 census as having 19 management and 23 unionized employees on Port premises only. Please verify if these numbers are still accurate. Finally, this information needs to be updated by the end of the week especially with the upcoming ILA strike taken place on Sunday December 30th.

Thanks,

Sandra Lillo
Marine Terminal Ops Rep
The Port Authority of NY & NJ

Port Commerce Department
New Jersey Marine Terminals
260 Kellogg St
Newark, NJ 07114
T: (973) 690-3480
C: (Ex. 1)
F: (973) 589-0281

From: Norris, Reginald
Sent: Friday, January 04, 2013 9:42 AM
To: Chaplinski, Christine
Subject: Re: Insurance Forms

They were sent USPS on 12-31-12.
Reggie

From: Chaplinski, Christine
Sent: Wednesday, January 02, 2013 11:03 AM
To: Norris, Reginald
Subject: RE: Insurance Forms

Happy New Year Reggie. Where these mailed out yet? If yes, what day and how (FedEx, etc... so I can let Steve know when to expect them...he's asking!)? Thanks!

From: Chaplinski, Christine
Sent: Friday, December 28, 2012 10:38 AM
To: 'stephen mogerley '
Cc: Norris, Reginald
Subject: RE: Insurance Forms

Steve...Reggie will send that out to you via mail at:

Hudson Tank Storage
Attn: Steve Mogerley
173 Export Street
Port Newark, N.J. 07114

How's the move to the temp trailers going?

Chris
Personal Cell

From: Chaplinski, Christine
Sent: Friday, December 28, 2012 9:41 AM
To: Norris, Reginald
Cc: 'stephen mogerley '
Subject: FW: Insurance Forms

Good morning, Reggie. Would you please "reply all" with those claim forms, per Steve's request below. Thank you. Chris

---

From: stephen mogerley [mailto:httcorp@earthlink.net]
Sent: Friday, December 28, 2012 3:41 AM

To: Chaplinski, Christine
Subject: Re: Insurance Forms

Christine,

I thought I had the PA insurance form for the dock collapse expenses in my files, but I can't locate it. Could you have another form sent to me?

Thanks,
Steve

-----Original Message-----
From: "Chaplinski, Christine"
Sent: Dec 19, 2012 11:42 AM
To: 'stephen mogerley'
Cc: "Sherburne, Aaron"
Subject: Hudson Tank Items

Good morning, Steve. May I stop by this afternoon to discuss the following items? Any particular time?

- Sandy/Phones Status
- Berth 14 Claims Status/Estimate
- Aaron needs your response to Engineering Q's ASAP or Berth 14 repairs may be delayed!
- Deal Sheet Sign-off

Thank you!

Christine Chaplinski

Port Authority of NY and NJ

NJMT Leasing Representative

(973) 690-3490

cchaplinski@panynj.gov

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From: kkimball@httcorp.net
To: Opthof, Kathy; Chaplinski, Christine
Subject: Hudson Tank 1st Quarter Traffic Report
Date: Tuesday, April 16, 2013 10:40:06 AM
Attachments: HTT VESSEL TRAFFIC 1ST QTR 2013.docx

Chris, Kathy:

Attached is the 2013 1st Quarter Traffic Report for Hudson Tank.

Please confirm receipt.

Regards

Kent Kimball

From:	kkimball@httcorp.net
To:	Chaplinski, Christine
Subject:	Hudson Tank 4th Quarter Traffic Report
Date:	Wednesday, February 06, 2013 3:51:24 PM
Attachments:	HTT VESSEL TRAFFIC 4TH QTR 2012.docx

Chris:

Attached is the 4th Quarter Traffic Report I sent to Kathy Opthof. Please confirm receipt.

Thanks

Kent Kimball

From: Chaplinski, Christine
To: Sherburne, Aaron; Evans, Robert; "Stephen A. Mogerley (httcorp@earthlink.net)"
Cc: Jenkins, Robert K; King, Charles
Subject: Hudson Tank Berth Lease Arrangements

Steve Mogerley (973) 465-1115
Chris Chaplinski (973) 690-3490

From: Chaplinski, Christine
To: "stephen mogerley"
Cc: Sherburne, Aaron
Subject: Hudson Tank Items
Date: Wednesday, December 19, 2012 11:42:00 AM

Good morning, Steve. May I stop by this afternoon to discuss the following items? Any particular time?

- Sandy/Phones Status

- Berth 14 Claims Status/Estimate

- Aaron needs your response to Engineering Q's ASAP or Berth 14 repairs may be delayed!

- Deal Sheet Sign-off

Thank you!

Christine Chaplinski

Port Authority of NY and NJ

NJMT Leasing Representative

(973) 690-3490

cchaplinski@panynj.gov

VIA HAND-DELIVERY

February 27, 2013

Stephen Mogerley
Vice President
Hudson Tank Storage Company
173 Export Street
Newark, NJ 07114

Re: PORT NEWARK – Hudson Tank Storage, Inc. – Agreement LNS-867, Supplement 11

Dear Mr. Mogerley:

Transmitted herewith are two (2) duplicate originals each of the captioned Agreement LNS-867, Supplement 11. They reflect the original Deal Sheet terms for Space Permit MNS-351, which our Law Department later advised would be more appropriately served in a supplement to the base lease.

Please have all documents signed on the designated pages, indicated by tabs, by an authorized corporate officer.

When the above has been completed, kindly return all documents to my attention. Once these documents have been fully executed by the Port Authority an original will be returned for your files.

Sincerely,

Christine Chaplinski
Sr. Property Representative
Leasing & Property Development Division
Port Commerce Department
973-690-3490

cc: C. Mack

From:	Chaplinski, Christine
To:	"stephen mogerley"
Cc:	Norris, Reginald; Evans, Robert; Sherburne, Aaron; Jenkins, Robert K
Subject:	Port Authority Claim Forms
Date:	Monday, October 15, 2012 10:41:00 AM

Good morning, Steve. We spoke with Claims Rep Reggie Norris and he will mailing out a Claims package to you and will be your direct contact. Operations (Aaron) and Leasing (Bob and I) won't be part of that Claims process, but I will get you the Term Sheet for Berth 16 space permit shortly. My challenge at this point is to get an Exhibit showing the fence line for the Berth 16 parcel, so you may see me out there with a measuring wheel today!

Christine Chaplinski

Port Authority of NY and NJ

NJMT Leasing Representative

(973) 690-3490

cchaplinski@panynj.gov

From:	Chaplinski, Christine
To:	"stephen mogerley"
Subject:	RE: Berth 16 Deal Sheet
Date:	Monday, December 03, 2012 10:23:00 AM

No problem Steve...will call before I come.

The challenging part about the lease clauses is that there are so many supplements. But FYI...Law might want to change from a Space Permit to a Supplement, so this would become more of a moot point. But I'll sent something with those clauses anyhow.

See you later.

Chris

From: stephen mogerley [mailto:httcorp@earthlink.net]
Sent: Thursday, November 15, 2012 4:58 AM
To: Chaplinski, Christine
Subject: Re: Berth 16 Deal Sheet

Hello Christine,

Sorry I haven't gotten back sooner, without phones and an office it has been a challenge. We have difficulty with the maintenance clause in the document. The way it is written I question whether we are being assigned responsibility for the structural integrity of the dock? Can the wording be changed to limit responsibility for the elements that we have control of (i.e. fencing, pipelines, trailers, etc.)?

On another subject, does the Port have any office space for lease? We made arrangements for an office trailer from a firm called ModSpace, but they have postponed delivery several times and it is making it very difficult to get our business up and running again. Please let me know if there is anything at all available.

Thanks,
Steve Mogerley

> -----Original Message-----
> From: "Chaplinski, Christine"
> Sent: Nov 5, 2012 9:32 AM
> To: 'stephen mogerley'
> Cc: "Evans, Robert" , "Sherburne, Aaron"
> Subject: Berth 16 Deal Sheet
>
> Good morning, Steve. I hope things have settled down for you at the port and at home. I apologize for bringing up non-storm-related business at this point, but we need to get your Berth 16 space permit going. I'm leaving for my Mom's 90th birthday in Oregon on Wednesday, but will periodically be checking my emails.
>
> Attached is a Deal Sheet for your review and signature. Give me a call today if possible with any questions or issues. But since I believe we're in agreement on the terms, I'll put these terms into our "system" tomorrow to get our internal process moving.

I plan to take a ride around the port later for my first time, so will drop off a copy with my signature and to get your sign-off if possible. Hope to see you later.

Christine Chaplinski

Port Authority of NY and NJ

NJMT Leasing Representative

(973) 690-3490

cchaplinski@panynj.gov

From: Chaplinski, Christine
Sent: Monday, October 15, 2012 10:45 AM
To: 'stephen mogerley'
Cc: Norris, Reginald; Evans, Robert; Sherburne, Aaron; Jenkins, Robert K
Subject: Port Authority Claim Forms

Good morning, Steve. We spoke with Claims Rep Reggie Norris and he will mailing out a Claims package to you and will be your direct contact. Operations (Aaron) and Leasing (Bob and I) won't be part of that Claims process, but I will get you the Term Sheet for Berth 16 space permit shortly. My challenge at this point is to get an Exhibit showing the fence line for the Berth 16 parcel, so you may see me out there with a measuring wheel today!

Christine Chaplinski

Port Authority of NY and NJ

NJMT Leasing Representative

(973) 690-3490

cchaplinski@panynj.gov

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From:	stephen mogerley
To:	Chaplinski, Christine
Subject:	Re: Berth 16
Date:	Friday, January 04, 2013 8:11:55 PM
Attachments:	PA+Berth+16.pdf

Christine,

Sorry. Have a good weekend.

Steve

-----Original Message-----
>From: stephen mogerley <httcorp@earthlink.net>
>Sent: Jan 3, 2013 7:10 AM
>To: Christine Chaplinski <cchaplinski@panynj.gov>
>Subject: Berth 16
>
>Dear Christine,
>
>We have signed the attached Space Permit No. MNS -351 with the understanding that: (1) the terms and conditions for the temporary use of Berth 16 are identical to the terms and conditions of our existing lease agreement with the PANYNJ and all executed addendums;(2) that while we are using Berth 16 the monthly amount of $20,919.94 or $251,039.28 per year will be deducted from the invoice for our existing leasehold and Berth 14; and (3) we will be separately invoiced the equal amount of $20,919.94 per month for the use of Berth 16.
>
>If there are any questions please let me know. We still have not restored phone service, so I can be reached on my cell phone number @ 908-304-5995.
>
>Regards,
>Stephen Mogerley
>Vice President
>Hudson Tank Terminals
>173 Export Street
>Newark, NJ 07114

From:	Chaplinski, Christine
To:	"stephen mogerley"
Cc:	Evans, Robert; Bozza, Michael
Subject:	RE: Hudson Tank Supplement 11 Sign-off and Insurance Certificate
Date:	Tuesday, March 26, 2013 9:31:00 AM

Good morning, Steve. I didn't follow-up with you yesterday as planned because I thought you might be busy with storm-related operations issues, but it's been three weeks now, so we really need to get Hudson Tank's sign-off or questions/comments on Supplement 11...and the corrected Insurance Certificate.

Please let me know if you can email those items within the next few days, or if you would prefer a conference call to discuss any of the items.

Thanks again.

Chris

From: Chaplinski, Christine
Sent: Tuesday, March 19, 2013 9:16 AM
To: 'stephen mogerley'
Subject: FW: Hudson Tank Insurance
Importance: High

Good morning, Steve...

It's been two weeks since Supplement was delivered to you, so please ask Albert to email his comments/concerns within the next few days to get things moving again. I'll forward any issue immediately over to our lawyer.

Also as briefly mentioned, we'll need to get a satisfactory insurance certificate to attach to the signed Supplement for our in-house authorization. Please take a look at the attached add:

1) The missing Warehousemen's Legal Liability, and also,
2) Make sure the Comm. General Liability box is checked.
3) Make sure the 30-day notice clause is attached.

If you or your administrator have any questions, please call me and I'll conference in our resident expert for clarification.

Thanks very much.

Christine Chaplinski

Port Authority of NY and NJ

NJMT Leasing Representative

(973) 690-3490

cchaplinski@panynj.gov

From: McCarthy, Carol
Sent: Tuesday, March 12, 2013 8:46 AM
To: Chaplinski, Christine
Subject: RE: Hudson Tank Insurance

Chris,

I checked Ebix again this morning. Hudson Tank is only missing Warehousemen's Legal Liability – see attached.

Carol

From:	Sherburne, Aaron
To:	"Stephen Mogerley"; "Kent Kimball"
Cc:	Opthof, Kathy; Clyne, Thomas; King, Charles; Jenkins, Robert K; Chaplinski, Christine; PNOCC
Subject:	RE: Hudson Tank Vessel Schedule for Berth 16
Date:	Friday, October 19, 2012 2:09:04 PM

Thanks Steve. We will discontinue scheduling of the guards and submitting berth applications immediately. Please continue to copy us on your scheduled arrivals as it assists us in the planning of contractor work.

Aaron Sherburne
Manager of Operations, NJMT

Office: 973-578-2129
Cell: (Ex. 1)
asherbur@panynj.gov

From: Stephen Mogerley [mailto:SMogerley@httcorp.net]
Sent: Friday, October 19, 2012 1:54 PM
To: Sherburne, Aaron
Subject: RE: Hudson Tank Vessel Schedule for Berth 16

Yes

SAM

From: Sherburne, Aaron [mailto:asherbur@panynj.gov]
Sent: Friday, October 19, 2012 1:41 PM
To: Kent Kimball; Stephen Mogerley
Cc: Jenkins, Robert K; PNOCC; Clyne, Thomas; King, Charles
Subject: RE: Hudson Tank Vessel Schedule for Berth 16

Kent/Steve,

Please confirm whether your facility security plan has officially been approved by the Coast Guard to include berth 16 as the fencing work will be complete by Monday at the latest. If the plan is approved, beginning with the Stolt Ocelot on 10/23, Hudson Tank should assume security responsibility for berth 16. Please confirm as soon as possible and let us know if you need any other assistance.

Thanks,

Aaron Sherburne
Manager of Operations, NJMT
Office: 973-578-2129
Cell
asherbur@panynj.gov

From: Kent Kimball [mailto:KKimball@httcorp.net]
Sent: Friday, October 19, 2012 11:21 AM
To: Sherburne, Aaron; Jenkins, Robert K; PNOCC; Solomon, Omar

Subject: Hudson Tank Vessel Schedule for Berth 16

Below is the current schedule of vessels due for Hudson Tank at berth 16. Please note that the schedule is subject to quite a bit of change.

HUDSON TANK VESSEL SCHEDULE

10/23 pm	**STOLT OCELOT**
11/01	**STOLT NORLAND**
11/05	**STOLT SURF**
11/08	**BUNGA BAKAWALI**
11/23	**STOLT EMERALD**
12/04	**STOLT BRELAND**
12/12	**STOLT AQUAMARINE**
12/15	**BUNGA BALSAM**
12/22	**STOLT CREATIVITY**

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From: Chaplinski, Christine
To: "stephen mogerley "
Cc: Norris, Reginald
Subject: RE: Insurance Forms
Date: Friday, December 28, 2012 10:38:00 AM

Steve...Reggie will send that out to you via mail at:

Hudson Tank Storage
Attn: Steve Mogerley
173 Export Street
Port Newark, N.J. 07114

How's the move to the temp trailers going?

Chris
Personal Cell (Ex. 1)

From: Chaplinski, Christine
Sent: Friday, December 28, 2012 9:41 AM
To: Norris, Reginald
Cc: 'stephen mogerley '
Subject: FW: Insurance Forms

Good morning, Reggie. Would you please "reply all" with those claim forms, per Steve's request below. Thank you. Chris

From: stephen mogerley [mailto:httcorp@earthlink.net]
Sent: Friday, December 28, 2012 3:41 AM
To: Chaplinski, Christine
Subject: Re: Insurance Forms

Christine,

I thought I had the PA insurance form for the dock collapse expenses in my files, but I can't locate it. Could you have another form sent to me?

Thanks,
Steve

-----Original Message-----
From: "Chaplinski, Christine"
Sent: Dec 19, 2012 11:42 AM
To: 'stephen mogerley'
Cc: "Sherburne, Aaron"
Subject: Hudson Tank Items

Good morning, Steve. May I stop by this afternoon to discuss the following items? Any particular time?

Sandy/Phones Status

- Berth 14 Claims Status/Estimate
- Aaron needs your response to Engineering Q's ASAP or Berth 14 repairs may be delayed!
- Deal Sheet Sign-off

Thank you!

Christine Chaplinski

Port Authority of NY and NJ

NJMT Leasing Representative

(973) 690-3490

cchaplinski@panynj.gov

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PRINTOUTS.

From: stephen mogerley
To: Chaplinski, Christine
Subject: RE: LNS867 Supp 2 Sign Off
Date: Tuesday, March 12, 2013 10:34:42 AM

Chris,

For the time being I would suggest to "nag" me (no bother at all) and let Albert sit with the documents for awhile. I think there is some objectionable language that will require some discussion.

Rgds,

Steve

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

From: "Chaplinski, Christine"
Sent: Mar 11, 2013 2:24 PM
To: 'stephen mogerley'
Subject: RE: LNS867 Supp 2 Sign Off

Thanks, Steve. Should I "nag" Albert from here on in...or keep going bothering you?

CC

From: stephen mogerley [mailto:httcorp@earthlink.net]
Sent: Monday, March 11, 2013 1:23 PM
To: Chaplinski, Christine
Subject: RE: LNS867 Supp 2 Sign Off

It has been passed on to Albert and his lawyers for review. I'll let you know.

Regards,
Steve
-----Original Message-----
From: "Chaplinski, Christine"
Sent: Mar 11, 2013 10:49 AM
To: 'stephen mogerley'
Subject: RE: LNS867 Supp 2 Sign Off

Good morning, Steve. Could you please provide some feedback on the Supplement doc? Management is asking...Thanks!

Chris

From: Chaplinski, Christine
Sent: Thursday, March 07, 2013 4:36 PM
To: 'stephen mogerley'
Subject: LNS867 Supp 2 Sign Off

Steve...how you doing on the Supplement doc? How long do you need to review it...so I don't nag you before then!?

Good luck in the storm tonight...if it really arrives!

Chris Chaplinski
PCD - NJMT
Sr. Leasing Rep.
973-690-3490

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PRINTOUTS.

From: stephen mogerley
To: Chaplinski, Christine
Subject: Re: Two Items
Date: Wednesday, January 23, 2013 6:42:07 AM

Chris,

Despite the temporary trailers I consider our company fully operational.

I'll check on the vessel traffic report, but are you looking at historical activity or sheduled arrivals?

Regards,
Steve

-----Original Message-----
From: "Chaplinski, Christine"
Sent: Jan 18, 2013 10:20 AM
To: 'stephen mogerley'
Subject: Two Items

Good morning, Steve.

- On today's Sandy Status report to Rick, shall I move you to "fully operational" now that you are inside the trailers, or do you want to edit the last column to reflect a current concern?

Chris	Hudson Tank	No Power; temp hoses at Berth 16 shifted but did not disconnect; some fencing damaged.	Administrative Office operations have moved into temporary trailers on premises while Bldg. 173 offices are renovated.

- When do you think Kent will be able to submit the "Vessel Traffic Report"?

Thanks!

Chris Chaplinski
PCD - NJMT
Sr. Leasing Rep.
973-690-3490

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From:	Chaplinski, Christine
To:	Opthof, Kathy
Cc:	"Peter B Maulbeck"; Jenkins, Robert K
Subject:	FW: Aarhus - Delinquent List - Water/Sewer Invoices
Date:	Monday, April 22, 2013 4:42:07 PM

Peter...Thank you for that quick response.

Kathy...Please see Peter's comments notes. I doubt this is an issue, but you may also want to check to make sure all the invoices go to the correct AAK address in Edison:

AarhusKarlshamn USA Inc.
Atten: Peter Maulbeck
499 Thornall Street
5th Floor
Edison, NJ 08837

From: Peter B Maulbeck [mailto:peter.maulbeck@aak.com]
Sent: Monday, April 22, 2013 4:31 PM
To: Chaplinski, Christine
Subject: Re: FW: Aarhus - Delinquent List - Water/Sewer Invoices

Christine,

The $100,000 and $152,301.94 are approved for payment.

I have not received the other 2 invoices.

Regards,
Pete

From: Jenkins, Robert K
To: Kowalewski, Nancy
Subject: FW: PN WMS - Water Meter Follow Up - Bldg 131 Aarhus - Today
Date: Friday, August 17, 2012 1:45:00 PM

Nancy,
Can ya help me ou?....

RJ

Robert K. Jenkins
Marine Terminals Operations Rep
New Jersey Marine Terminals
(973)578-2137(w)

rkjenkins@panynj.gov

From: Scott Welsh [mailto:scott.welsh@aak.com]
Sent: Friday, August 17, 2012 12:08 PM
To: Jenkins, Robert K
Cc: Allen Morales; Nigel Glover
Subject: RE: PN WMS - Water Meter Follow Up - Bldg 131 Aarhus - Today

Thanks Rob, we will need copies of the results for auditing purposes.

From: "Jenkins, Robert K" <RKJenkins@panynj.gov>
To: 'Scott Welsh' <scott.welsh@aak.com>
Cc: Nigel Glover <Nigel.Glover@aak.com>, Allen Morales <Allen.Morales@aak.com>
Date: 08/17/2012 11:55 AM
Subject: RE: PN WMS - Water Meter Follow Up - Bldg 131 Aarhus - Today

Scott,
Our contractor did do a water quality at your facility early in July. The water test came back negative with no cause for re-test.

RJ

Robert K. Jenkins
Marine Terminals Operations Rep
New Jersey Marine Terminals
(973)578-2137(w)
(201)852-5222(c)
rkjenkins@panynj.gov
From: Pfaff, Eric
Sent: Friday, August 17, 2012 8:43 AM
To: 'Scott Welsh'
Cc: Jenkins, Robert K; Nigel Glover; Allen Morales

Subject: PN WMS - Water Meter Follow Up - Bldg 131 Aarhus - Today

We would like to check the meter transmitter between 9am and Noon today.

Let me know if that's ok.

(We don't want to disrupt your operation)

Eric 973 332-4157

From: Scott Welsh [mailto:scott.welsh@aak.com]
Sent: Wednesday, August 08, 2012 3:34 PM
To: Pfaff, Eric; Nigel Glover; Allen Morales
Cc: Jenkins, Robert K
Subject: RE: PN WMS - Meter Check - Bldg 131 Aarhus - Monday ?

Contact Allen Morales or Nigel Glover when you get here.

From: "Pfaff, Eric" <epfaff@panynj.gov>
To: "'scott.welsh@aak.com'" <scott.welsh@aak.com>
Cc: "Jenkins, Robert K" <RKJenkins@panynj.gov>
Date: 08/08/2012 03:25 PM
Subject: RE: PN WMS - Meter Check - Bldg 131 Aarhus - Monday ?

Hi Scott,

An electrician and I (2 people) would like to check your water meter this Monday (Aug 12th).

We need 15 minutes sometime between 10am and 2pm.

If Monday works for you let me know what time you prefer.

Eric 973 332-4157

From: Pfaff, Eric
Sent: Wednesday, August 08, 2012 12:31 PM
To: Jenkins, Robert K; 'scott.welsh@aak.com'
Subject: PN WMS - Meter Checks - Bldg 131 Aarhus - CANCELLED

FYI – The work for today has been cancelled.

I will not be checking the Bldg 131 Aarhus water meter today.

Eric

From: Jenkins, Robert K
Sent: Wednesday, August 08, 2012 9:55 AM
To: Pfaff, Eric
Subject: FW: PN WMS - Meter Checks - Bldg 175 and Aarhus - 2 Separate Issues

See below:

RJ

From: Scott Welsh [mailto:scott.welsh@aak.com]
Sent: Wednesday, August 08, 2012 9:12 AM
To: Jenkins, Robert K
Subject: Re: PN WMS - Meter Checks - Bldg 175 and Aarhus - 2 Separate Issues

Yea, have them ask for me

Sent from my iPhone

On Aug 8, 2012, at 9:00 AM, "Jenkins, Robert K" <RKJenkins@panynj.gov> wrote:

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From: Scott Welsh
To: Wojnar, George
Cc: Allen Morales; Anthony Dobeck; Nigel Glover; Jenkins, Robert K
Subject: RE: Drinking Water
Date: Tuesday, September 25, 2012 2:14:50 PM

Your sampling company said it had elevated fecal coliform, which is why they re-sampled and now they've re-sampled a third time. please send me the analytical results from the other two for our records.

From: "Wojnar, George" <gwojnar@panynj.gov>
To: 'Scott Welsh' <scott.welsh@aak.com>
Cc: "Jenkins, Robert K" <RKJenkins@panynj.gov>, Allen Morales <Allen.Morales@aak.com>, Anthony Dobeck <anthony.dobeck@aak.com>, Nigel Glover <Nigel.Glover@aak.com>
Date: 09/25/2012 02:09 PM
Subject: RE: Drinking Water

Scott no one told you there was fecal coliform in any sample, all samples were negative for fecal coliform. And as far as the chlorine I said that there was not enough chlorine in the water, which has most likely been depleted from warmer than normal temperatures.

From: Scott Welsh [mailto:scott.welsh@aak.com]
Sent: Tuesday, September 25, 2012 1:39 PM
To: Wojnar, George
Cc: Jenkins, Robert K; Allen Morales; Anthony Dobeck; Nigel Glover
Subject: Drinking Water

George,

I'd like to know exactly what is going on with the drinking water. Being a food facility, we have certain regulations and requirments we need to meet and safe water is one of them. Your contractor was out here for the third time today and I was told that there was the presence of fecal coliform. You mentioned today that Newark was "not putting chlorine in the water". We need answers to not only protect our employees but also to protect our product and our customers. Elevated levels could affect us in ways that could cost us millions.

Please forward all reports so we know what is happening.

Thanks,

Scott Welsh
EHS Manager
AAK, USA

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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: Jenkins, Robert K
To: "scott.welsh@aak.com"
Subject: Re: Fire Department/Emergency Response Personnel
Date: Wednesday, August 08, 2012 4:02:59 PM

I have a request in to get FD out here for your facility. I'll keep on them.

From: Scott Welsh [mailto:scott.welsh@aak.com]
Sent: Wednesday, August 08, 2012 03:50 PM
To: Jenkins, Robert K
Subject: Fire Department/Emergency Response Personnel

Rob,

Please expedite a meeting with the PADP, Fire and emergency personnel. We've made some big changes over the last year and they should come and tour the facility to gain familiarity. It's really important since we have completely new process setups.

Let me know if we can meet this week.

Scott

From: King, Charles
To: "Scott Welsh"; Ayotte, Chris
Cc: Gwiazdowski, Anthony; Jenkins, Robert K
Subject: RE: Fire Inspection Letter
Date: Thursday, March 14, 2013 8:33:10 AM

Scott/Chris
We can also provide the forms, if necessary, for the sprinkler and alarm systems and the other Life Safety Fire Protection systems. We did provide the forms in our letter to Aarhus that cover exit signs and emergency egress lighting. The only thing we do not have is the forms for the Ammonia system.
Chuck

From: Scott Welsh [mailto:scott.welsh@aak.com]
Sent: Thursday, March 14, 2013 7:58 AM
To: Ayotte, Chris
Cc: King, Charles; Gwiazdowski, Anthony
Subject: Re: Fire Inspection Letter

No problem. We have the ammonia system inspection due next month.

Sent from my iPhone

On Mar 14, 2013, at 7:37 AM, "Ayotte, Chris" <cayotte@panynj.gov> wrote:

> Scott,
>
> I may not have specifically asked for the egress inspection, testing and maintenance records since you stated that many of your other records were lost in the flood. The ammonia inspection information is a new code requirement that needs to be documented going forward.
>
> The fire pump issue has been abated by our office.
>
> If you like, I can provide sample forms for all inspection, testing, and, maintenance of life safety systems to assist you with future documentation.
>
> Please let me know if you have any questions.
>
> Thank you,
>
> Christopher K. Ayotte
> Fire Protection Engineer
> CSI/QAD
> Port Authority of New York and New Jersey
> 100 Mulberry Street, 3 Gateway Center, 3rd Floor
> Newark, NJ 07102
> (973) 792-3971 - office
> (973) 792-3907 - fax

From: Scott Welsh [mailto:scott.welsh@aak.com]
Sent: Wednesday, March 13, 2013 2:35 PM
To: King, Charles; Ayotte, Chris
Subject: Fire Inspection Letter

See attached. I don't recall being asked for any of our exit light or egress light inspections. i don't recall being asked for the ammonia system inspections either. As for the last item, Chris was on site when we tested the fire pump.

See attached.

Scott

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PRINTOUTS.

From: Scott Welsh
To: Jenkins, Robert K
Subject: Re: Potential Strike
Date: Monday, December 03, 2012 3:48:59 PM

No, but our customers are getting antsy

Sent from my iPhone

On Dec 3, 2012, at 3:38 PM, "Jenkins, Robert K" <RKJenkins@panynj.gov> wrote:

> Scott,
> Looking at the same contingencies as before the storm. Do you have another thought or questions that popped up?
>
> RJ
>
> Robert K. Jenkins
> Marine Terminals Operations Rep
> New Jersey Marine Terminals
> (973)578-2137(w)
>
> rkjenkins@panynj.gov
>
> **From:** Scott Welsh [mailto:scott.welsh@aak.com]
> **Sent:** Monday, December 03, 2012 10:36 AM
> **To:** Jenkins, Robert K
> **Subject:** Potential Strike
>
> Are there meetings planned to talk about contingencies should the strike happen?
>
> Scott

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PRINTOUTS.

From: Scott Welsh
To: Jenkins, Robert K
Cc: Mike Linne; King, Charles; Nigel Glover
Subject: Re: Quick Sit Down Next Week?
Date: Wednesday, February 20, 2013 4:16:23 PM

I'm in Europe but mike and Nigel may

Sent from my iPhone

On Feb 20, 2013, at 12:57 PM, "Jenkins, Robert K" <RKJenkins@panynj.gov> wrote:

> Gents,
> You free next week for a quick sit down? We can come to you.
>
> Need to just check in-
> Talk about your overhead pipe crossing-
> Operational issues-
> ?
>
> RJ
>
> NOTICE: THIS E-MAIL AND ANY ATTACHMENTS CONTAIN INFORMATION FROM THE PORT
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> 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: 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

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PRINTOUTS.

From: Scott Welsh
To: Jenkins, Robert K
Cc: Allen Morales
Subject: Water analysis
Date: Tuesday, August 14, 2012 3:14:19 PM

Rob,

Can you ask George if there been further biological analyses on potable water and if so, could he please forward?

Scott
Sent from my iPhone

From: Jenkins, Robert K
To: "Stephen Mogerley"
Subject: FW: Update Tenant/Contact Directory & Census - Hudson Tank 173 - PN
Date: Tuesday, December 11, 2012 2:13:00 PM

Steve,

If you would, please take a look at the email below and verify if the information is correct.

Thanks,

RJ

Robert K. Jenkins

Marine Terminals Operations Rep

New Jersey Marine Terminals

(973)578-2137(w)

rkjenkins@panynj.gov

Stephen,

The Port Commerce Department, New Jersey Marine Terminals, needs your assistance in updating the Tenant/Contact Directory for Hudson Tank. Below is the information we currently have, please provide any updates and changes. Indicate the **Primary, Secondary and Emergency contacts, as well as the Census information.**

Stephen A. Mogerley

VP

Hudson Tank Storage Co

173 Export St

Newark, NJ 07114

Business: 973-465-1115

Mobile: _____

Fax: 973-465-9053

Email: httcorp@earthlink.net

Albert F. Mogerley

President

Hudson Tank Storage Co

173 Export St

Newark, NJ 07114

Business: 973-465-1115

Mobile: _____

Fax: 973-465-9053

Email: _____

Keith Mogerley

Hudson Tank Storage Co

173 Export St

Newark, NJ 07114

Business: 973-465-1115

Mobile:

Fax: 973-465-9053

Email: _____

EMERGENCY

Hudson Tank Storage Co

173 Export St

Newark, NJ 07114

Business: 908-304-5995

In addition, every other year we conduct a census of all tenant/contacts and their staff on Port premises. Please provide the following information pertaining to staff at Port Newark for Hudson Tank:

Number of Management Employees: _____

Number of Unionized Employees: _____

Name of Union Affiliation (if applicable): _____

I want to thank you in advance for taking the time from your busy schedule to provide this information as we need to have it updated by year end.

Sandra Lillo
Marine Terminal Ops Rep
The Port Authority of NY & NJ
Port Commerce Department
New Jersey Marine Terminals

260 Kellogg St

Newark, NJ 07114
T: (973) 690-3480

C
F: (973) 589-0281

From: kkimball@httcorp.net
To: smogerley@httcorp.net; Solomon, Omar; Gaudino, Nicholas; Sherburne, Aaron; Jenkins, Robert K; PNOCC
Subject: Hudson Tank Vessel Schedule
Date: Friday, April 12, 2013 6:25:13 PM

BELOW IS THE CURRENT VESSEL SCHEDULE FOR BERTH 16. DATES ARE SUBJECT TO CHANGE

.

4/14 pm STOLT NORLAND

4/16 am SITEAM EXPLORER

4/21 STI TOPAZ

4/21 SPRUCE

4/24 STOLT BOBCAT

4/25 STOLT JADE

5/8 STOLT SEA

5/13 STOLT CONCEPT

Kent Kimball

From:	kkimball@httcorp.net
To:	Solomon, Omar; Jenkins, Robert K; PNOCC; Sherburne, Aaron; smogerley@httcorp.net
Subject:	Hudson Tank Vessel Schedule
Date:	Friday, February 08, 2013 3:17:56 PM

Below is the current vessel schedule for berth 16. Dates can be subject to quite a bit of change.

2/18 STOLT EFFICIENCY <?xml:namespace prefix = o ns = "urn:schemas-microsoft-com:office:office" />

2/18 STOLT TOPAZ

2/27 FAIRCHEM SILVER

3/10 BUNGA BANYAN

3/12 STOLT BASUTO

3/27 STOLT EMERALD

4/2 STOLT NORLAND

Kent Kimball

From:	kkimball@httcorp.net
To:	smogerley@httcorp.net; Solomon, Omar; Gaudino, Nicholas; Sherburne, Aaron; Jenkins, Robert K; PNOCC
Subject:	Hudson Tank Vessel Schedule
Date:	Friday, March 22, 2013 4:55:50 PM

Below is the current schedule for berth 16. Dates are subject to change

3/31 STOLT EMERALD

4/11 STOLT NORLAND

4/20 STI TOPAZ

4/20 STOLT BOBCAT

4/23 JO SPRUCE

4/27 STOLT JADE

4/28 SICHEM EXPLORER

5/3 STOLT SEA

5/6 STOLT CONCEPT

Kent Kimball

From: kkimball@httcorp.net
To: smogerley@httcorp.net; Solomon, Omar; Gaudino, Nicholas; Sherburne, Aaron; Jenkins, Robert K; PNOCC
Subject: Hudson Tank Vessel Schedule
Date: Monday, April 08, 2013 10:35:17 AM

BELOW IS THE CURRENT VESSEL SCHEDULE FOR BERTH 16. DATES ARE SUBJECT TO CHANGE

.

4/13	**STOLT NORLAND**
4/14	**SITEAM EXPLORER**
4/20	**STI TOPAZ**
4/21	**SPRUCE**
4/22	**STOLT BOBCAT**
4/27	**STOLT JADE**
5/3	**STOLT SEA**
5/6	**STOLT CONCEPT**

Kent Kimball

From: kkimball@httcorp.net
To: smogerley@httcorp.net; Solomon, Omar; Gaudino, Nicholas; Sherburne, Aaron; Jenkins, Robert K; PNOCC
Subject: Hudson Tank Vessel Schedule - Additional Vessel Due 3/12
Date: Thursday, March 07, 2013 1:21:13 PM

3/12 HARBOUR LEGEND <?xml:namespace prefix = o ns = "urn:schemas-microsoft-com:office:office" />

3/14 BUNGA BANYAN

3/16 STOLT BASUTO

4/1 STOLT EMERALD

4/9 STOLT NORLAND

4/18 STI TOPAZ

4/22 STOLT JADE

4/26 STOLT SEA

4/28 SICHEM EXPLORER

From:	Stephen Mogerley
To:	Warren.M.Wilks@USCG.mil
Cc:	Jenkins, Robert K; Kent Kimball
Subject:	Whitney and Green Park MOU
Date:	Thursday, August 23, 2012 12:32:16 PM
Attachments:	Whitney Green Park MOU.pdf

Attached is the signed joint MOU for security.

Regards,

Stephen A. Mogerley
Vice President
Hudson Tank Terminals
173 Export Street
Newark, NJ 07114
Tel: 973-465-1115

Torres Rojas, Genara

From: Sherburne, Aaron
Sent: Friday, September 28, 2012 3:42 PM
To: 'Kent Kimball'; Solomon, Omar; rjenkins@panynj.gov
Cc: Steve Mogerley (smogerley@httcorp.net); King, Charles
Subject: RE: Hudson Tank Vessel Schedule / Berth 16

Thanks Kent. We're hoping to have the fence installed and the security plans updated in the next week or two at which point we will not need to do the berth applications or provide the security anymore. Keep us updated with the schedule until the transition is complete.

Have nice weekend.

Aaron Sherburne
Manager of Operations, NJMT
Office: 973-578-2129
Cell
asherbur@panynj.gov

From: Kent Kimball [mailto:KKimball@httcorp.net]
Sent: Friday, September 28, 2012 3:23 PM
To: Sherburne, Aaron; Solomon, Omar; rjenkins@panynj.gov
Subject: Hudson Tank Vessel Schedule / Berth 16

Below is the current schedule of vessels due for Hudson Tank at berth 16. Please note that the schedule is subject to quite a bit of change.

HUDSON TANK VESSEL SCHEDULE

10/13	**STOLT TOPAZ**
10/14	**BUNGA BANYAN**
10/20	**STOLT OCELOT**
10/29	**STOLT NORLAND**
11/10	**STOLT SURF**
11/10	**BUNGA BAKAWALI**
11/17	**STOLT EMERALD**
11/23	**STOLT BRELAND**
12/6	**STOLT AQUAMARINE**
12/20-30	**BUNGA BALSAM**

Torres Rojas, Genara

From: Dieckmann, Barbara
Sent: Tuesday, February 26, 2013 8:46 AM
To: Ayotte, Chris; Chaplinski, Christine; Clyne, Thomas; Gwiazdowski, Anthony; Jenkins, Robert K; Ruff, Robert; Warren, David; King, Charles
Subject: Aarhus Fire Inspection - Various Buildings
Attachments: ckfireinspaarhusinc.doc

February 27, 2013

Mr. Scott Welsh
Aarhus Inc.
131 Marsh Street
Port Newark, NJ 07114

SUBJECT: FIRE INSPECTION OF BUILDINGS 131B2, 131B3, 401 (131B4), 131B6, 131B8, 132 (131B7), 131B9

Dear Mr. Welsh:

The Port Authority recently conducted a fire inspection at Buildings 131B2, 131B3, 401 (131B4), 131B6, 131B8, 132 (131B7), 131B9. During this inspection, the following deficiencies were noted that require your immediate attention and corrective action:

BUILDING 131B2:

EGRESS – Conduct and document the code required inspection, testing, and maintenance routines for the exit signs and egress emergency lighting system and appurtenances. (PA4118, 4119, 4120 and 4121).

BUILDING 131B3:

SWITCH COVER – Replace the missing electrical light switch cover.

NFPA 704 – Provide an NFPA 704 for ammonia at each entrance door.

AMMONIA EMERGENCY DEVICES – Document the routing testing of the ammonia system emergency devices, such as treatment and flaring systems, valves serving emergency refrigeration control boxes, fans and emergency ventilation systems, and detection and alarm systems.

EGRESS – Conduct and document the code required inspection, testing, and maintenance routines for the exit signs and egress emergency lighting system and appurtenances. (PA4118, 4119, 4120 and 4121).

BUILDING 401 (131B4):

CEILING TILES – Replace missing ceiling tiles in the new lab located at Level 32 ft.

FIRE ALARM SYSTEM – Repair the fire alarm trouble signal.

EGRESS – Conduct and document the code required inspection, testing, and maintenance routines for the exit signs and egress emergency lighting system and appurtenances. (PA4118, 4119, 4120 and 4121).

BUILDING 131B6:

EGRESS – Conduct and document the code required inspection, testing, and maintenance routines for the exit signs and egress emergency lighting system and appurtenances. (PA4118, 4119, 4120 and 4121).

BUILDING 132 (131B7):

EGRESS – Conduct and document the code required inspection, testing, and maintenance routines for the exit signs. (PA4118, 4119, 4120 and 4121).

EGRESS – Conduct and document the code required inspection, testing, and maintenance routines for the egress emergency lighting system. (PA4118, 4119, 4120 and 4121).

BUILDING 131B8:

FIRE PUMP AND CONTROLLER – Conduct an acceptance test of the new fire pump and controller.

BUILDING 131B9:

EGRESS – Conduct and document the code required inspection, testing, and maintenance routines for the exit signs and egress emergency lighting system and appurtenances. (PA4118, 4119, 4120 and 4121).

Documentation that the deficiencies cited have been abated is required. A written response to this letter is required within ten (10) business days after receipt identifying the corrective actions planned. The response must specify either the date the deficiencies were abated or the actions planned for correction. All deficiencies must be resolved within 15 days of the date of this letter.

Should it require more than 15 days to abate any deficiency, please provide documentation identifying the need for the extension, including a description of the work and the date the work is to be completed.

Sincerely,

o/s/b

C. J. King Jr.
Deputy General Manager
New Jersey Marine Terminals

Torres Rojas, Genara

From: King, Charles
Sent: Friday, September 28, 2012 8:34 AM
To: 'Allen.Morales@aak.com'
Cc: Jenkins, Robert K; Scott Welsh
Subject: RE: Drinking Water

Categories: Red Category

Allan,
The most recent test, Monday, came back negative. We are preparing all the test reports for you as per Scott's request. We have been working with the City of Newark to address this issue, mainly to increase chlorine levels in their system. We are not seeing any residual chlorine at the end points in our system and this is probably due to a low starting level 0.2 ppm, high water temperatures and high pH. We are also flushing the system to assist in the effort.
Chuck

From: Allen Morales [mailto:Allen.Morales@aak.com]
Sent: Thursday, September 27, 2012 4:47 PM
To: Kowalewski, Nancy
Subject: Drinking Water

Hello Nancy,
I just received some analytical that states that several port locations have tested positive for total coliform. I need to know if the water is safe to drink, do our employees need to discontinue drinking the city water supply and go on bottled water?
Best Regards,

Allen Morales
QA Regulatory Administrator
AAK USA Inc.
131 Marsh Street
Port Newark, N.J. 07114
+1 973-741-5073 (Direct Phone)
+1 973-344-4955 (Fax)
Allen.Morales@aak.com
http://www.aak.com

September 28, 2012

Mr. Mike Linne
Manager of Engineering
Aarhus Karlshamm USA Inc.
131 Marsh Street
Port Newark, NJ 07114

Re: Tenant Alteration Application and Certificate of Occupancy: TAA – PN-1544 – Boiler Building

Dear Mr. Linne,

Under the terms of your lease agreement ("**Lease Agreement**") with the Port Authority ("**PA**"), Aarhus Karlshamm US Inc. ("**AAK**") must comply with the PA's Engineering Department Standards and Specifications: thus, any plans to modify the leasehold must be submitted and approved through the PA's Tenant Alteration Application Process ("**TAA**") before AAK can commence the modification work.

Furthermore, under the New Jersey Uniform Construction Code and related rules and regulations, a Certificate of Occupancy or Use ("**COO**") must be issued after a satisfactory Final Inspection by the PA before AAK can legally occupy and use the leased area.

Through previous discussions between the PA and AAK staff, the PA already has informed AAK of such TAA and COO requirements (the "**Requirements**").

It has been brought to the Port Authority's attention that, without complying with the Requirements and thereby in violation of your lease agreement and applicable laws and regulations:

1. AAK has completed certain field construction work that is described in TAA – PN-1544, which TAA was **disapproved** by the PA (see the attached 8/31/12 email from Kim Nguyen to Mike Linne), without having first: (a) resolved the two comments in the attached email marked with an asterisk (*); (b) obtained a Conditional Approval to start construction, nor (c) attended a Pre-Con meeting with the Port Authority's REO;

2. AAK is occupying the Boiler building without a COO;

3. AAK has the following outstanding items under TAA – PN- 1544 that AAK is required to complete, prior to the Port Authority's issuance of the COO to AAK:

a. Submit an Asbestos-Hazmat Survey Report, as has been requested by the PA, for PA's review and approval, prior to construction. Please be advised that under NESHAP, OSHA, TSCA Federal regulatory requirements, the EPA is authorized to: (1) issue an administrative order or impose an administrative penalty, (2) file a civil action in a federal court for either injunctive relief or a civil penalty, or (3) to file a criminal action in a federal court to impose criminal sanctions, for past or present handling, storage, treatment, transportation or disposal of ACM waste, if ACM would have be identified in AAK's upcoming Asbestos-Hazmat Survey Report but not properly managed and disposed in accordance to Federal regulatory standards.

b. Satisfactorily respond to all of the Rider Comments in the 08/31/2012 Disapproval letter from K. Nguyen to M. Linne. Please note that the two comments marked with an asterisk (*) must be resolved before a Conditional Approval to start construction can be granted and all Rider Comments must be resolved for Full Approval prior to the completion of construction and request for final inspection.

c. When appropriate, request the PA for the Final Inspection by the Port Authority's REO.

d. Provide a Certificate of Completion signed and sealed by the A/EOR, copies of Special Inspection Reports, and Special Inspection Checklists, to the PA's REO, prior to the Final Inspection.

e. Submit As-Built drawings.

For the above reasons, please be hereby advised that any occupation or use in any manner by AAK of the Boiler building (and/or any space on your leased property where AAK has carried out unauthorized improvements or modifications) prior to satisfactory completion of the TAA and COO process is and will be unauthorized by the PA and in violation of your Lease Agreement and applicable laws and regulations, and that, consequently, the Port Authority will not be responsible or liable (and AAK shall be solely responsible and liable) for any losses, liabilities, fines, penalties, costs and other expenses (collectively, *"Losses"*) to AAK, the PA, or to any third parties arising out of, or relating to, AAK's occupation or use of the Boiler building or such space, including without limitation any impacts on life, health or safety of occupying AAK personnel, PA personnel, or any third parties, in any manner arising out of or related to AAK's unauthorized occupancy or use.

Regards,

Kmguyen

Kim Nguyen
Tenant Alteration Application Program Manager
New Jersey Marine Terminal
260 Kellogg St
Port Newark, NJ 07714
(973) 578-2155
knguyen@panynj.gov

cc. R. Shaw, M. Farruggia, M. Palmieri, S. Bhol. M. Smith, T. Clyne, A. Fadavi, N. Minassian, R. Evans, R. Stramara, A. Sherburne, R. Jenkins, A. Kolikoff, E. Rogak, C. McIntyre, C. Chaplinski, U. Mehta, S. Buljovcic

August 30, 2012

Mr. Mike Linne
Manager of Engineering
Aarhus Karlshamn USA Inc.
131 Marsh Street
Port Newark, NJ 07114

Re: Port Newark - Tenant Alteration Application
TAA – PN-1544
Boiler Building
DISAPPROVAL

Dear Mr. Linne,

Port Authority of New York and New Jersey (**"Port Authority"**) Staff has reviewed Aarhus Karlshamn USA Inc. (**"AAK"**)'s third submission on the above-referenced TAA and is hereby issuing **DISAPPROVAL** to Construct letter to AAK, subject to compliance with the attached **SIX (6)** comments; 5 comments from QAD and 1 comment from Construction Management Division.

The TWO (2) comments marked with an Asterisk (*) must be resolved before a conditional approval to start construction can be granted. These two critical items are comments to the Architectural Drawings pertaining to the exterior stair and the platform accessing the boiler room. The Contract Documents are disapproved based on 2 of the 6 comments, which indicate that critical information is uncoordinated, or missing.

Please note that the one (1) comment from the Construction Management Division is a repeated comment since the Asbestos Survey Report has NOT been submitted for PA's review and approval. If this comment is repeated for a third time, it shall be marked with an asterisk (*) which will lead to a Disapproval to Construct based on this comment.

Within 20 days of the date of this letter, please revise the documents and resubmit, as per the comments. The Architect of Records shall provide a cover letter detailing responses to all Rider comments and resubmit the revised documents (2 sets of signed and sealed and 8 sets of non-signed and sealed, and 2 CDs). All comments must be resolved and documents approved prior to the completion of construction. Once AAK obtains the Conditional Approval to Construct letter from the Port Authority, AAK will be required to submit Pre-Con Submittal package for Port Authority's review and approval, prior to scheduling a Pre-Con meeting with the REO.

Please be advised that:

1. In accordance with your lease agreement, any plans to modify the leasehold must be submitted through the Tenant Alteration and Construction Application Process (TCAP), leading to a Conditional Approval to Construct issuance to AAK, allowing AAK to attend a Pre-Con meeting with the REO, scheduling a Final Inspection with the REO and obtaining a Certificate of Occupancy or Use before Aarhus may occupy or use the modified leased area.

2. Under the term of AAK's lease agreement, compliance with Port Authority's Engineering Department Standards and Specifications must be adhered to.

3. Under the New Jersey Uniform Construction Code's rules and regulations, a Certificate of Occupancy or Use is required to legally occupy or use the modified leased area.

4. ***Any occupation or use by Aarhus in any manner of any space on AAK leased property where AAK has carried out improvements or modifications does not, and will not, comply with the terms of AAK leased agreement, nor with applicable laws and regulations, and that, consequently, the Port Authority will not be responsible or liable (and AAK shall be solely responsible and liable) for any losses or liabilities to AAK or any third parties, including without limitation any impacts on life or safety of occupying AAK personnel or any such third parties, in any manner arising out of or related to AAK's occupancy and/or use of the boiler building that AAK is modifying.***

Should you require any clarification, please contact me at (973) 578-2155.

Sincerely,

Kmguyen

Kim Nguyen
Tenant Alteration Application Program Manager
New Jersey Marine Terminals
260 Kellogg Street
Newark, NJ 07114

cc. R. Shaw, M. Farruggia, M. Palmieri, S. Bhol. M. Smith, T. Clyne, R. Stramara

RIDER - QAD

ALTERATION APPLICATION PN-1544

ARCHITECTURAL

*1. Drawing 1825-BR-018: Per the change in scope, the exterior stair providing egress from the expanded boiler room has been removed and egress is now proposed to be provided by the existing building stair between columns F2 & F3.

a) The proposed new raised landing in the existing stair does not provide the required landing width and depth. Every landing shall have a dimension measured in the direction of travel equal to width of the stairway. See the 2009, International Building Code, Section 1009.5. The raised landing adjacent to the "UP" stair is interrupted by a step and does not provide the required width on the west side of the stair. Revise the design so that the landing is as wide as the stair for a depth equal to the width of the stair. Provide dimensions to demonstrate compliance.

b) Provide details of all new handrails and modifications to existing handrails.

*2. Drawing 1825-BR-022:

a) The elevation of the new grating of the expanded boiler room is 19'-5½" but the top of the platform accessing the boiler room is 20'-9½". This creates a 1'-4" step on the interior side of the door to the boiler room. The landing on the interior side of the door may not be more than 7" below the doorsill as required by Code, Sections 1008.1.5 & 1003.5, Exception 1. Revise the design accordingly.

b) Provide handrail extensions at the top of the stair to the raised platform as required by Code, Section 1012.6.

c) Since the roof construction has been removed on the interior side of the new boiler room enclosure, but the proposed grating has not been extended over the existing roof trusses, identify what protectives are provided around the new floor openings between the trusses.

3. Submit revised Drawing 1826-BR-004 showing the revised egress route with the elimination of the exterior stair.

STRUCTURAL

4. Structural Calculations: Page 12: Clarify the effective wind area for component and cladding. Use limitations defined in the Definitions, ASCE 7-05, Section 6.2.

FIRE PROTECTION

5. Drawing No. 1826-BRAR-005: The response to the previous Rider Comment 7a is noted. However, since the information is not provided, the Comment is repeated in a revised format.

   Submit a sprinkler riser diagram showing the main feed with related valves and the sprinkler branches serving the area of work with pipe and floor elevation as per TCRM, 2008 Section 11.IV.E.3.

RIDER – CONSTRUCTION MANAGEMENT DIVISION

The Construction Management Division Environmental Field Operations Unit has reviewed submitted documents and offered the following comments:

1. **REPEATED COMMENT:** Submit Asbestos Survey Report including Laboratory analysis as requested in Part One.

September 28, 2012

Mr. Mike Linne
Manager of Engineering
Aarhus Karlshamm USA Inc.
131 Marsh Street
Port Newark, NJ 07114

Re: Tenant Alteration Application and Certificate of Occupancy – TAA – PN-1529 - Hydrogenation Vessels Structure

Dear Mr. Linne,

Under the terms of your lease agreement ("**Lease Agreement**") with the Port Authority ("**PA**"), Aarhus Karlshamm US Inc. ("**AAK**") must comply with the PA's Engineering Department Standards and Specifications: thus, any plans to modify the leasehold must be submitted and approved through the PA's Tenant Alteration Application Process ("**TAA**") before AAK can commence the modification work.

Furthermore, under the New Jersey Uniform Construction Code and related rules and regulations, a Certificate of Occupancy or Use ("**COO**") must be issued after a satisfactory Final Inspection by the PA before AAK can legally occupy and use the leased area.

Through previous discussions between the PA and AAK staff, the PA already has informed AAK of such TAA and COO requirements (the "**Requirements**").

It has been brought to the Port Authority's attention that, without complying with the Requirements and thereby in violation of your lease agreement and applicable laws and regulations:

1. AAK has completed certain field construction work that is described in TAA – PN-1529 without having: (a) resolved the two Asbestos-Hazmat Survey comments prior to the completion of construction; (b) followed the Federal EPA's ACM management and disposal standards during AAK's construction that may have disturbed the ACM found in the parapet wall flashing and perimeter roof flashing at the base of the parapet wall (see the attached 9/13/2012 Asbestos and Hazmat Survey Report); nor (c) contracted a licensed State of New Jersey Asbestos Abatement Contractor to perform the work that may disturb the flashing material's ACM;

2. AAK is occupying the Hydrogenation Vessels Structure without a Certificate of Occupancy or Use;

3. AAK has the following outstanding items under TAA – PN- 1529 that AAK is required to complete, prior to the Port Authority's issuance of the Certificate of Occupancy or Use to AAK:

   a. Satisfactorily respond to the two Port Authority's comments on the Asbestos-Hazmat Survey Report (see attached 9/26/12 email from K. Nguyen to R. Stramara).

   b. Satisfactorily describe the management and disposal of the flashing material's ACM that may have been disturbed during AAK's construction work (including the EPA's notifications, OSHA's requirements for worker and environmental protection and the final ACM's manifests). Please be advised that under the Federal NESHAP, OSHA, TSCA laws and regulations, the EPA is authorized to: (1) issue an administrative order or impose an administrative penalty, (2) file a civil action in a federal court for either injunctive relief or a civil penalty, or (3) to file a criminal action in a federal court to impose criminal sanctions, for past or present handling, storage, treatment, transportation or disposal of the ACM identified in the flashing material that may have been disturbed during AAK's construction work, under TAA PN-1529 but may not have been properly managed and disposed in accordance to Federal regulatory standards.

   c. When appropriate, request the PA for the Final Inspection by the Port Authority's REO. Please be advised that all comments must be resolved prior to the completion of construction and request for final inspection.

   d. Provide the Certificate of Completion signed and sealed by the A/EOR, copies of Special Inspection Reports, and Special Inspection Checklists, to the PA's REO, prior to the Final Inspection.

   e. Submit As-Built drawings.

For the above reasons, please be hereby advised that any occupation or use in any manner by AAK of the Hydrogenation Vessels Structure (and/or any space on your leased property where AAK has carried out unauthorized improvements or modifications) prior to satisfactory completion of the TAA and COO process is and will be unauthorized by the PA and in violation of your Lease Agreement and applicable laws and regulations, and that, consequently, the Port Authority will not be responsible or liable (and AAK shall be solely responsible and liable) for any losses, liabilities, fines, penalties, costs and other

expenses (collectively, *"Losses"*) to AAK, the PA, or to any third parties arising out of, or relating to, AAK's occupation or use of the Hydrogenation Vessels Structure or such space, including without limitation any impacts on life, health or safety of occupying AAK personnel, PA personnel, or any third parties, in any manner arising out of or related to AAK's unauthorized occupancy or use.

Should you require any clarification, please feel free to contact me at the contact information below.

Regards,

Kim Nguyen
Tenant Alteration Application Program Manager
New Jersey Marine Terminal
260 Kellogg St
Port Newark, NJ 07714
(973) 578-2155
knguyen@panynj.gov

cc. R. Shaw, M. Farruggia, M. Palmieri, S. Bhol. M. Smith, T. Clyne, A. Fadavi, N. Minassian, R. Evans, R. Stramara, A. Sherburne, R. Jenkins, A. Kolikoff, C. Chaplinski, E. Rogak, C. McIntyre; U. Mehta, S. Buljovcic

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

Dear Kim,

AAK has an open TAA for a new hydrogenation plant at 131 Marsh St. in Port Newark. In accordance with TAA requirements, a survey was completed to determine if asbestos-containing material (ACM) was present. It was, in fact, discovered at two locations.

The survey was conducted on August 30, 2012 and the two locations were along the parapet wall on the north side of the roof. This area was not disturbed during any project activities and none of the material in that area removed and disposed. None of the ACM was friable or became airborne during the construction process and there was no risk of exposure.

The date of construction (1990) is unusually late for asbestos containing material to have been used and an investigation will take place to determine if any other areas of the roof have ACM.

Contact me with any comments or questions.

Respectfully,

C. Scott Welsh, CHMM
EHS Manager AAK, USA
201-341-2565
Scott.welsh@aak.com

Environmental Health Investigations, Inc.

655 West Shore Trail
Sparta, New Jersey 07871

Phone/Fax: 973-729-5649
www.ehi-inc.com

September 13, 2012

Mr. Brett Levander
Operation Manager
Aarkhuskarlshamn USA, Inc.
131 Marsh Street
Port Newark, NJ 07114

Email: brett.levander@aak.com

Re: Asbestos and HAZMAT Survey
131 Marsh Street
Port Newark, NJ
EHI Project #: 0956-4253

Dear Mr. Levander:

Attached is our report relevant to the asbestos and hazardous materials survey conducted at the above referenced location.

Please let me know if you have any questions.

Very truly yours,

J. P. Von Doehren

Jean-Paul von Doehren
Senior Project Manager

Environmental Health Investigations, Inc.

655 West Shore Trail
Sparta, New Jersey 07871

Phone/Fax: 973-729-5649
www.ehi-inc.com

REPORT OF FINDINGS

Asbestos and HAZMAT Survey

At:

Aarkhuskarlshamn USA, Inc.
131 Marsh Street
Port Newark, NJ

On Behalf Of:

Aarkhuskarlshamn USA, Inc.
131 Marsh Street
Port Newark, NJ

Survey Conducted: August 30, 2012
Report Dated: September 13, 2012

EHI Project #: 0956-4253

1.0 Introduction

Environmental Health Investigations, Inc. was retained by Aarkhuskarlshamn USA, Inc. (AAK) to provide an asbestos and hazardous materials survey with regard to the "Hydrogenation Vessel Structure" Steel Structure Reinforcement project conducted at their facility located at 131 Marsh Street in Port Newark, New Jersey. In order to accurately deduce what surfaces were impacted by the steel structure reinforcement project, EHI was provided drawings referencing PA NY/NJ TAA PN-1529 dated May 15, 2012.

The project involved installing a new vessel on the roof of the hydrogenation building, reinforcing the steel structure to support the new vessel and adding a roof access stairway to the roof level. The materials focused on for this survey included; asbestos, lead paint, polychlorinated biphenyls (PCBs) and universal wastes.

The survey was performed by Mr. Jean-Paul von Doehren on August 30, 2012.

2.0 Sampling Methods and Analysis

2.1 Lead Paint

Representative measurements were collected with an RMD LPA-1 Lead Paint Analyzer of each observed paint color associated with various components and substrates with regard to the steel structure reinforcement project. The LPA-1 method of measurement is based on the spectrometric analysis of lead K-shell X-Ray Fluorescence within a controlled depth of penetration. The controlled depth restricts the penetration of the K-shell X-Rays into the substrate so that the system cannot be misled by the presence various metals located deep with a surface.

A total of 14 readings were collected of painted surfaces throughout the facility with respect

to color of paint, substrate and component. EHI focused on taking measurements in the areas where cutting, torching and/or welding was conducted as well as all other surfaces potentially impacted during the project. All XRF readings indicate non detectable levels of lead in paint.

2.2 Asbestos Materials

The roof of the facility where the new vessel, supporting structure and stairway bulkhead was constructed consists of a built up asphaltic roof system over the main roof field with a similar style material on the parapet walls. The described roofing system is considered suspect and was therefore sampled for asbestos content. The suspect roofing materials collected during this survey included roofing (field) and roof flashing.

During EHI's survey of the facility it was also deemed that the drywall and accompanying joint compound appeared to have been impacted during the project. Two composited samples of these materials were collected for analysis as well.

The samples were delivered to a third party laboratory, AmeriSci Inc. of New York for analysis. By definition a regulated asbestos material is one that contains more than one percent (1%) asbestos.

2.3 Polychlorinated Biphenyls

During our survey no suspect PCB containing materials were observed. EHI did not see any caulks or sealants that would have been impacted. The metal cladding on the exterior east side of the hydrogenation building is flashed metal on metal.

2.4 Universal Waste

The US-EPA considers batteries, pesticides and mercury containing equipment and bulbs to

be universal wastes. After thorough review of the drawings supplied to EHI by AAK and after our sight survey with regard to said drawings, EHI did not encounter any universal waste or evidence of universal waste having been impacted.

3.0 Summary of Results

3.1 XRF Results

U.S. EPA defines lead paint as those painted surfaces containing more than 1.0 mg/cm^2 lead. The OSHA Guidelines do not accept the EPA definition and require that negative exposure assessments be conducted for work that may disturb surfaces which contain *any* detectable amount of lead. No detectable levels of lead were found during the XRF lead paint survey.

The full record of the XRF readings can be found in *Appendix A* of this report.

3.2 Asbestos Sampling Results

A summary of the results for the analyses of the bulk samples of suspected asbestos materials collected as part of this inspection is provided below. *Appendix B* of this report contains a copy of the laboratory analytical report from AmeriSci NY Laboratory.

Sample ID #	Material	Location/Description	Regulated Asbestos YES or No	Type & % Asbestos
AAK-083012-1	Roofing (field)	Hydro Roof near Column Line D-2	No	NAD
AAK-083012-1A	Roofing (field)	Hydro Roof near Column Line D-3	No	NAD
AAK-083012-2	**Parapet Wall Flashing**	**Hydro Roof - North Parapet Wall near Column Line D-4**	**YES**	**Chrysotile 4.9**
AAK-083012-2A	Parapet Wall Flashing	Hydro Roof - East Parapet Wall at East Stair Bulkhead near Column Line E-3	NA/PS	N/A
AAK-083012-3A	**Perimeter Flashing**	**Hydro Roof - at Base of North Parapet Wall near Column Line D-4**	**YES**	**Chrysotile 3.5**

Sample ID #	Material	Location/Description	Regulated Asbestos YES or No	Type & % Asbestos
AAK-083012-3	Perimeter Flashing	Hydro Roof - at Base of East Parapet Wall at East Stair Bulkhead near Column Line E-3	NA/PS	N/A
AAK-083012-4	Drywall and Joint Compound (composite)	(Composite Sample as per US-EPA requirement) East Stairwell - 69' Level	No	NAD
AAK-083012-4A	Drywall and Joint Compound (composite)	(Composite Sample as per US-EPA requirement) 32' Level - East Wall at Column Line E-3	No	NAD

NA/PS = "Not Analyzed, Positive Stop"
NAD = "No Asbestos Detected"

3.4 Summary of Asbestos Materials:

Material	Location	Quantity
Parapet Wall Flashing	Hydro Roof - Vertical Component of Parapet Wall	100 SF in relation to project
Perimeter Roof Flashing	Hydro Roof - at the base of the parapet wall where it joins the main roof field	60 SF in relation to project

4.0 Conclusions:

4.1 Lead Paint

The XRF LPA-1 Lead Paint analyzer did not find detectable levels of lead paint. According to OSHA Lead in Construction Standard 1926.62, any contractor whose work will involve contact with these surfaces must be apprised of the levels of lead in these painted surfaces.

The aim of the OSHA Lead in Construction Standard is to ensure that employee/worker exposure to lead does not equal or exceed the established OSHA action level of 30mg/m^3 or an 8 hour exposure limit of 50 mg/m^3 no matter the amount of lead found in the materials involved. As such, work involving the disturbance and possible exposure to lead containing materials of any and

all levels of lead must be accompanied by the use of appropriate personal protective equipment (PPE) and personal air monitoring in order to measure worker/employee exposure. This monitoring establishes what minimum level of appropriate PPE can be used. Historical data in the form of a negative exposure assessment for a given task and conditions can be used to demonstrate that worker/employee exposure will not exceed a certain level and that the proper PPE is known and is being used.

4.2 Asbestos Containing Materials

The parapet wall flashing and perimeter roof flashing at the base of the parapet wall are considered asbestos containing. Any work disturbing the flashing materials should be conducted by a licensed State of New Jersey Asbestos Abatement Contractor as per the PA of NY/NJ requirements.

EHI did not find any *suspect* asbestos containing materials in the interior portions of the "Hydro Building" where reinforcement occurred except for drywall and joint compound which was sampled and found to *not* be asbestos containing.

Disposal of roofing material should be done in accordance with federal, state and local disposal regulations for non friable asbestos containing roofing materials.

Appendix C contains drawings depicting the locations where samples were collected.

4.3 Poly Chlorinated Biphenyls

No suspect PCB materials were observed, therefore EHI did not collect any samples for laboratory analysis.

4.4 Universal Waste

After review of the construction plans and EHI's survey, disturbance or disposal of universal wastes does not appear to be part of this project.

Survey By:

Jean-Paul von Doehren
US EPA Asbestos Inspector # 02-17991
NJ DHSS Lead Inspector/Risk Assessor # R00613

Report By:

Jean-Paul von Doehren
Senior Project Manager

Reviewed By:

William S. Kerbel, CIH
President

APPENDIX

A

XRF Lead Paint Survey Results

ENVIRONMENTAL HEALTH INVESTIGATIONS, INC.
655 WEST SHORE TRAIL
SPARTA, NJ 07871

September 10, 2012

LEAD SCREENING FINAL SUMMARY REPORT

XRF Manufacturer:	RMD Instruments, LLC	XRF Device: Serial #:	LPA-1 2542
Operators:	Jean-Paul von Doehren	EHI Project #:	0956-4253
Inspection Site:	**Aarkhuskarlshamn USA, Inc.** **131 Marsh Street** **Port Newark, NJ**	Inspection Date:	August 30, 2012

This report represents the conditions, locations and materials identified at the time of the inspection. The results are valid only for the time at which the inspection occurred. No past and/or future inferences should be made based on the data contained in this report. No warranty, express or limited is made. This inspection was performed utilizing generally accepted industry standards and equipment at the time it was conducted. This report relates only to those surfaces requested for testing by the client. Tests that were found to have any detectable amount of lead (greater than 0.0 mg/cm^2) have been highlighted. Abrasive sanding, scraping, burning or welding on lead painted surfaces can generate lead-containing dust and fumes and should be preceded by a negative exposure assessment. This report should be accessible to contractors who may work at this location in the future. Consistent testing combinations were used throughout the referenced property; if a component was tested in a particular area, the result is valid for other like components in that area.

This report was generated for the sole use of Environmental Health Investigation, Inc. and its client. Use by any other parties is strictly forbidden without consent, in writing, from EHI. This report should be used in its entirety.

Inspection Date:	August 30, 2012		Address:	Aarhuskarlshamn USA, Inc.		
Report Date:	September 10, 2012			131 Marsh Street		
Abatement Level:	1			Port Newark, NJ		
Report No.	0956-4253					
Read No	Room	Wall/Structure	Color	Substrate	Lead mg/cm^2	Mode
1	Calibrate				0.7	TC
2	Calibrate				0.9	TC
3	Calibrate				0.9	TC
4	Ground Floor of Hydro	Structural Steel Column where reinforcing occurred	Red	Metal	-0.1	QM
5	Ground Floor of Hydro	Structural Diagonal Steel Member where	Red	Metal	-0.1	QM
6	Ground Floor of Hydro	Structural Steel Column near Door to Tank Farm where reinforcing occurred	Red	Metal	-0.1	QM
7	Hydro Bldg. - 1st Level East Stairwell	Diagonal Steel Member where reinforcing occurred	Gray	Metal	-0.1	QM
8	Roof of Hydro	East Parapet Wall Flashing	Silver	Roofing	-0.4	QM
9	Hydro Bldg. - Roof Level	Steel Beam along North End of Stairwell where reinforcing occurred	Gray	Metal	-0.2	QM
10	Hydro Bldg. - 69' Level	Steel Column B-2 where reinforcing occurred	Gray	Metal	0	QM
11	Hydro Bldg. - 69' Level	Steel Ceiling Decking near Column B-2 where decking was cut out to allow for column connection	Gray	Metal	-0.4	QM
12	Hydro Bldg. - 69' Level	Steel Beam along Ceiling at Column B-2 where reinforcing occurred	Gray	Metal	-0.1	QM
13	Hydro Bldg. - 61' Level	Structural Steel Diagonal Member between B-2 and C-2 Column Lines	Gray	Metal	-0.1	QM
14	Hydro Bldg. - 32' Level	East Wall - Upper - at Column Line E-3	White	Drywall	-0.1	QM
15	Hydro Bldg. - 32' Level	East Wall - Lower - at Column Line E-3	Gray	Drywall	0	QM
16	Hydro Bldg. - 32' Level	Steel Column D-4 where reinforcing occurred	Gray	Metal	0	QM
17	Hydro Bldg. - 32' Level	Structural Steel Diagonal Member at Column Line D-4 where reinforcing occurred	Red	Metal	0	QM
18	Calibrate				0.9	TC
19	Calibrate				1	TC
20	Calibrate				0.9	TC

APPENDIX

B

AmeriSci Laboratory

Asbestos Sample Results

AMERI SCI

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Environmental Health Investigations, In
Attn: William Kerbel
655 West Shore Trail

Sparta, NJ 07871

Date Received 08/31/12
Date Examined 09/05/12

AmeriSci Job # 212086441
P.O. #

RE: 0956-4253; AAK USA, Inc.; 131 Marsh St., Port Newark, NJ

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
AAK-083012-1 1	212086441-01 **Location:** Roofing (Field), Hydro Roof - Near Column Line D-2	*No*	NAD (by NYS ELAP 198.6) by Ella Babayeva on 09/05/12
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 2 %, Non-fibrous 7.6 %			
AAK-083012-1A 1	212086441-02 **Location:** Roofing (Field), Hydro Roof - Near Column Line D-3	*No*	NAD (by NYS ELAP 198.6) by Ella Babayeva on 09/05/12
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 4 %, Non-fibrous 6 %			
AAK-083012-2 2	212086441-03 **Location:** Parapet Wall Flashing, Hydro Roof - North Wall Parapet Near Column Line D-4	*Yes*	4.9 % (by NYS ELAP 198.6) by Ella Babayeva on 09/05/12
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile 4.9 % **Other Material:** Fibrous glass 5 %, Non-fibrous 30.4 %			
AAK-083012-2A 2	212086441-04 **Location:** Parapet Wall Flashing, Hydro Roof - East Parapet Wall @ East Stair Bulkhead And Column Line E-3		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
AAK-083012-3A 3	212086441-05 **Location:** Perimeter Flashing, Hydro Wall - At Base Of North Parapet Wall Next To Column Line D-4	*Yes*	3.5 % (by NYS ELAP 198.6) by Ella Babayeva on 09/05/12
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile 3.5 % **Other Material:** Fibrous glass 4 %, Non-fibrous 15.1 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

0956-4253; AAK USA, Inc.; 131 Marsh St., Port Newark, NJ

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
AAK-083012-3	212086441-06		NA/PS
3	**Location:** Perimeter Flashing, Hydro Roof - At Base Of North Parapet Wall Next To Column Line D-4		
	Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**		
AAK-083012-4	212086441-07	***No***	NAD
4	**Location:** Drywall & Joint Compound (Composite), East Stairwell - 69 Level		(by NYS ELAP 198.1) by Ella Babayeva on 09/05/12
	Analyst Description: White/Off-White/Tan, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 25 %, Non-fibrous 75 %		
AAK-083012-4A	212086441-08	***No***	NAD
4	**Location:** Drywall & Joint Compound (Composite), 32 Level - East Wall @ Column Line E-3 Next To Apparent Wall Demo		(by NYS ELAP 198.1) by Ella Babayeva on 09/05/12
	Analyst Description: White/Off-White/Grey, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 25 %, Non-fibrous 75 %		

Reporting Notes:

Analyzed by: Ella Babayeva

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By:_____ END OF REPORT

Client Name: Environmental Health Investigations, Inc.

Table I
Summary of Bulk Asbestos Analysis Results
0956-4253; AAK USA, Inc.; 131 Marsh St., Port Newark, NJ

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	AAK-083012-1	1	0.720	87.5	2.9	9.6	NAD	NAD
Location:	Roofing (Field), Hydro Roof - Near Column Line D-2							
02	AAK-083012-1A	1	0.580	84.1	5.9	10.0	NAD	NAD
Location:	Roofing (Field), Hydro Roof - Near Column Line D-3							
03	AAK-083012-2	2	0.491	50.5	9.2	35.4	Chrysotile 4.9	NA
Location:	Parapet Wall Flashing, Hydro Roof - North Wall Parapet Near Column Line D-4							
04	AAK-083012-2A	2	0.499	42.5	10.8	46.7	NA/PS	NA
Location:	Parapet Wall Flashing, Hydro Roof - East Parapet Wall @ East Stair Bulkhead And Column Line E-3							
05	AAK-083012-3A	3	1.011	72.6	4.8	19.1	Chrysotile 3.5	NA
Location:	Perimeter Flashing, Hydro Wall - At Base Of North Parapet Wall Next To Column Line D-4							
06	AAK-083012-3	3	0.498	86.1	1.6	12.2	NA/PS	NA
Location:	Perimeter Flashing, Hydro Roof - At Base Of North Parapet Wall Next To Column Line D-4							
07	AAK-083012-4	4	—	—	—	—	NAD	NA
Location:	Drywall & Joint Compound (Composite), East Stairwell - 69 Level							
08	AAK-083012-4A	4	—	—	—	—	NAD	NA
Location:	Drywall & Joint Compound (Composite), 32 Level - East Wall @ Column Line E-3 Next To Apparent Wall Demo							

Analyzed by: Aleksandr Barengolts_____; Date Analyzed 9/6/2012

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Reviewed By:_____

CHAIN OF CUSTODY

Samples Sent From: JP von Doehren **Environmental Health Investigations, Inc.** 655 West Shore Trail Sparta, NJ 07871 Phone/Fax #: 973-729-5649	Samples Sent To: 212086441 AmeriSci, Inc. 117 East 30th Street New York, NY 10016 Phone #: 212-679-8600 Fed Ex #: 1754-5063-7
EHI Project #: 0956-4253	Date Sent: 8/30/12
Page 1 of 1	Courier: Fed-Ex

SAMPLE Identification	TYPE OF SAMPLE	SAMPLE VOL. or AREA	ANALYSIS REQUESTED
AAK-083012-1	Bulk	N/A	NOB
-1A			NOB
-2			NOB
-2A			NOB
-3			NOB
-3A			NOB
-4			PLM
-4A			PLM

Sample Relinquished By: [signature] Signature	Print Name: JP von Doehren	Date: 8/30/12
Sample Received By: [signature] Signature	Print Name: 1300	Date: 8/31/12

TURNAROUND TIME:	☑ 5 Day	☐ 3 Day	☐ 24 Hour	☐ Immediate

Comments: JPVONDOEHREN@EHI-INC.COM

Date Received: _____ Analyzed By: ELLA BABAYEVA 9/5/12	Invoice To: EHI, Inc. 655 West Shore Trail Sparta, NJ 07871	Send Results To: ✓ William S. Kerbel, CIH EHI, Inc. 655 West Shore Trail Sparta, NJ 07871 Phone/Fax: 973-729-5649	Fax To: _____ Email To: ✓ ~~ehi1@[illegible]link.net~~

212086441

BULK SAMPLE DATA FORM

ENVIRONMENTAL HEALTH INVESTIGATIONS, INC.
655 WEST SHORE TRAIL
SPARTA, NJ 07871
PHONE: (973) 729-5649 FAX: (973) 729-5649

Client: AAK USA, Inc. **Project #:** 0956-4253

Location: 131 Marsh St. Port Newark, NJ

Date Collected: 8/30/12

Collected By: J Pvon Daelen.

Sample #	Type of Material	Location	Analysis Required PLM Only	Analysis Required NOB
AAK-083012 -1	Roofing (Field)	Hydro Roof - near Column Line D-2		X
-1A	Roofing (Field)	near Column Line D-3		X
-2	Parapet Wall Flashing	- north wall parapet near Column Line D-4		X
-2A	Parapet Wall Flashing	- East Parapet Wall @ East Stair Bulkhead and Column Line E-3		X
-3A	Perimeter Flashing	- at Base of Parapet Wall next to East Stair Bulkhead and Column Line E-3		X
-3	Perimeter Flashing	- at Base of North Parapet wall next to Column Line D-4		X
-4	Drywall - Joint Compound (Composite)	East Stairwell - 69 Level.	X	
-4A	Drywall - Joint Compound (Composite)	32 Level - East wall @ Column Line E-3 next to apparent wall demo.	X	

APPENDIX

C

Asbestos Sample Location

Drawings

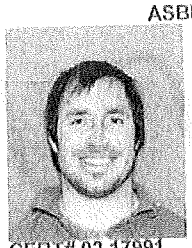
APPENDIX

D

Credentials

STATE OF NEW YORK - DEPARTMENT OF LABOR

ASBESTOS CERTIFICATE

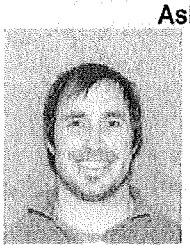


JEAN-PAUL VONDOEHREN
CLASS(EXPIRES)
C ATEC(07/12) D INSP(07/13)
H PM (07/13)

CERT# 02-17991
DMV# Y

MUST BE CARRIED ON ASBESTOS PROJECTS

NYC DEP Asbestos Control Program
Asbestos Certificate



VONDOEHREN,
JEAN-PAUL
INVESTIGATOR
121924
EXPIRES: 7/6/2013
DOB: M 5' 07"

(Ex. 1)

Must be carried on all asbestos projects

Lead Identification Permit

NJ Department of Health & Senior Services
CEOHS, Indoor Environments Program

JEAN-PAUL VON DOEHREN

Permit Number: 024723
ID Number: R00613
Expires: 4/23/2014

Authorized Signature Joseph D. Eldridge, M.P.H.

Inspector/Risk Assessor

State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 816
TRENTON, NJ 08625-0816

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

RICHARD E. CONSTABLE, III
Acting Commissioner

March 29, 2012

Environmental Health Investigations, Inc.
655 West Shore Trail
Sparta, NJ 07871

Dear William Kerbel:

This is to certify that the Department of Community Affairs has reauthorized your firm to act as an ASBESTOS SAFETY CONTROL MONITOR.

Your Asbestos Safety Control Monitor number is: **00104**

EFFECTIVE DATE: April 1, 2012

EXPIRATION DATE: March 31, 2013

Quarterly Fee statements must be sent to this Department no later than 30 days after the close of the quarter. If no payments are received during a quarter you must submit a zero statement to this Department.

Please be aware that if you do not apply for reauthorization prior to your expiration date you will have to apply for an authorization.

Sincerely,

Jim Amici
Asbestos/Lead Safety Unit