Torres Rojas, Genara

From: benbronson@greencourtepartners.com
Sent: Thursday, August 14, 2014 11:17 AM
To: Duffy, Daniel; American, Heavyn-Leigh
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Benjamin
Last Name: Bronson
Company: Green Courte Partners
Mailing Address 1: 840 South Waukegan Road
Mailing Address 2: Suite 222
City: Lake Forest
State: IL
Zip Code: 60045
Email Address: benbronson@greencourtepartners.com
Phone: 847-275-7890
Required copies of the records: Yes

List of specific record(s):
I am reaching out to request a copy of the lease between the Port Authority and the lessee of the parking lot located at 123-10 S Conduit Ave, South Ozone Park, NY 11420 as well as any amendments related to this lease. Please let me know if you have any questions regarding this request.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

August 24, 2014

Mr. Benjamin Bronson
Green Courte Partners
840 South Waukegan Road
Lake Forest, IL 60045

Re: Freedom of Information Reference No. 15217

Dear Mr. Bronson:

This is in response to your August 14, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached), for "a copy of the lease between the Port Authority and the lessee of the parking lot located at 123-10 S Conduit Ave, South Ozone Park, NY 11420 as well as any amendments related to this lease."

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/15217-LPA.pdf. Paper copies of the available records are available upon request.

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

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

Attachment

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

For Port Authority Use Only

Port Authority Permit Number AX-874

PRIVILEGE PERMIT – OFF-AIRPORT PARKING

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

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

The Port Authority of New York and New Jersey (herein called "the Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facilities hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. PERMITTEE: 123-10 South Conduit Associates, L.L.C
2. PERMITTEE'S ADDRESS: 123-10 South Conduit Avenue
   South Ozone Park, NY 11420
3. PERMITTEE'S REPRESENTATIVE: Mr. Adam Smith (President)
4. PRIVILEGE: As set forth in Section 7 of Terms and Conditions herein.
5. INITIAL ANNUAL FEE:. $104,800.00
6. REQUIRED SECURITY DEPOSIT: $8,700.00
7. EFFECTIVE DATE: On and including April 1, 2013
8. EXPIRATION DATE: On and including March 31, 2016
9. INSURANCE REQUIREMENTS: Commercial General Liability Insurance - $ 2 million combined single limit per occurrence for bodily injury and property damage liability.

   Automobile Liability Insurance - $ 2 million combined single limit per accident for bodily injury and property damage liability.

123-10 South Conduit Associates, L.L.C.
[NAME OF PERMITTEE]
PERMITTEE

By: _____
Signature

Adam Smith
Printed Name

Title: President

Dated as of April 25, 2013

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____
Signature

David Kagan
Assistant Director
Business, Properties & Airport Development
Printed Name

Title: _____

APPROVED FOR TRANSMITTAL	
FORM	TERMS
AAK	

TERMS AND CONDITIONS

1. DEFINITIONS

(a) "Airport" or "Airports" mean, separately or collectively as the case may be, John F. Kennedy International Airport, Newark Liberty International Airport and LaGuardia Airport or any of them.

(b) "Authorized Service" means the service the Permittee may perform pursuant to this Permit.

(c) "Business day" means Monday through and including Friday of each week, excluding holidays observed by the Port Authority.

(d) "City" with respect to matters relating to John F. Kennedy International Airport and/or LaGuardia Airport means the City of New York, New York; "City" with respect to matters relating to Newark Liberty International Airport shall mean the City of Newark, New Jersey.

(e) (i) "City Lease" with respect to matters relating to John F. Kennedy International Airport and/or LaGuardia Airport means the Amended and Restated Agreement of Lease between The City of New York, as landlord, and the Port Authority as tenant, dated as of November 24, 2004, as the same from time to time may be supplemented or amended and/or restated. Said agreement dated as of November 24, 2004 has been recorded in the Office of the Register of The City of New York, County of Queens, on December 3, 2004, with a City Register File Number of 2004000748687.

(ii) "City Lease" with respect to matters relating to Newark Liberty International Airport means the agreement between the City of Newark, New Jersey, and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended and/or restated. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex, on October 30, 1947, in Book E-110 of Deeds, at pages 242 *et seq.*

(f) "Documents" shall have the meaning set forth in Section 16.

(g) "Executive Director" means the person or persons designated by the Port Authority from time to time 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 be deemed to mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(h) "Facility" or "Facilities" mean, separately or collectively as the case may be, John F. Kennedy International Airport, LaGuardia Airport, and Newark Liberty International Airport.

(i) Intentionally left blank.

(j) "First page of this Permit" means the page of the Permit with the heading Privilege Permit – Off-Airport Parking."

(k) "Hazardous Substance" means 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.

(l) Intentionally left blank.

(m) "Manager of the Facility", "General Manager of the Facility", "Manager of the Airport" or "General Manager of the Airport" means the person or persons designated by the Port Authority from time to time to exercise the powers and functions vested in the General Manager of LaGuardia Airport, the General Manager of John F. Kennedy International Airport and the General Manager of Newark Liberty International Airport.

(n) "Off-Airport Parking Lot Service means permitting patrons to park their motor vehicles at the Permittee's place of business and providing ground transportation service by chauffeured motor vehicle to persons and their baggage to and from the Airports and the Permittee's place of business in return for payment of a fee mean by such patrons.

(o) "Port Authority rules and regulations" means the Port Authority Airport Rules and Regulations as amended, supplemented or superseded, which are now in effect or which may hereafter be in effect.

(p) "Permission" and "privilege" are used interchangeably in this Permit and, except where expressly provided to the contrary, reference to "privilege" means privileges granted by this Permit.

(q) "Person" means a natural person, corporation or other legal entity, and two or more natural persons, corporations or other legal entities acting jointly as a firm, partnership, unincorporated association, consortium, joint adventurers or otherwise.

2. EFFECTIVE DATE, REVOCATION AND TERMINATION

(a) The permission granted by this Permit shall take effect upon the effective date set forth on the first page of this Permit.

(b) Notwithstanding any other term or condition hereof, this Permit may be revoked by the Port Authority without cause, upon thirty (30) days written notice, or terminated by the Permittee without cause, upon thirty (30) days written notice provided, however, that this Permit may be revoked by the Port Authority on twenty-four (24) hours notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to, the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date set forth above. Revocation, termination or expiration shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation, termination or expiration.

(c) In the event the Port Authority exercises it right to revoke 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, including without limitation any and all personnel and legal costs (including but not limited to the cost and/or value of in-house Port Authority legal services) and disbursements incurred by the Port Authority arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit.

(d) 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. EXERCISE OF RIGHTS BY PERMITTEE

(a) The rights granted hereby shall be exercised

(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, or

(iii) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(iv) if the Permittee is and individual, by the Permittee acting only personally or through the medium of his or her employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. 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 shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor.

(c) The Permittee is not made or designated as the agent or representative of the Port Authority for any purpose whatsoever by, or by reason of, this Permit.

(d) Neither this Permit nor anything contained herein, shall be deemed to grant any rights in the Permittee to use and occupy any land, building space or other area at the Airport or shall be deemed to have created any obligation on the part of the Port Authority to provide any such land, space or area to the Permittee.

(e) Neither the execution and delivery of this Permit nor any act done pursuant thereto shall create between any terminal operator, lessee or other occupant of land at the Airport including but not limited to the Permittee, on one hand, and the Port Authority on the other hand the relationship of bailor and bailee, or any other relationship or any legal status which would impose upon the Port Authority any obligations with respect to any personal property.

(f) Nothing contained in this Permit shall constitute permission to the Permittee to park or store equipment or personal property at any location or area at the Airport.

(g) This Permit shall not grant to Permittee any right to carry on any business or operation at the Airport other than that specifically provided herein.

(h) It is understood that any and all privileges granted hereunder to the Permittee are non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Airport to another or others, whether by this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute a violation or breach of the permission herein granted.

(i) Intentionally left blank.

(j) No party shall be granted a Permit to carry on a business or operation at the Airport as specifically provided herein containing terms more favorable to the Permittee than are set forth herein for the period until and on the Expiration Date of this Permit.

(k) This Permit does not grant to Permittee, its employees, invitees and others doing business any right hereunder to park vehicles within the Airport.

4. PERMITTEE'S REPRESENTATIVE

The Permittee's representative hereinbefore specified (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 to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

5. ENDORSEMENTS

The Permittee agrees to be bound by and comply with the provisions of all endorsements, if any, annexed to the Permit at the time of issuance.

6. NOTICES

A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by certified or registered mail addressed to the Permittee at the address specified on the first page of this Permit or at the address that the Permittee may have most recently substituted therefore by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, 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 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.

7. PERMIT PRIVILEGES

(a) The Permittee is hereby granted the nonexclusive privilege of using the routes, roads and ways of the Airports as may be designated by the Port Authority from time to time for the purpose of conducting the Off-Airport Parking Lot Service at the Airports.

(b) The Permittee is hereby granted the privilege to provide, and the Permittee hereby agrees to conduct the business of providing, ground transportation service by chauffeured motor vehicle for persons who have parked their motor vehicle at Permittee's place of business using only vehicles having proper capacity to service

the needs of the Permittee's passengers which bear proper Port Authority issued vehicle stickers, as further provided in Section 9 herein for all persons (and their baggage) desiring transportation by the Permittee to and from the Airports and the Permittee's place of business.

8. NON-DISCRIMINATION

The Permittee shall provide service without discrimination with respect to race, religion, national origin, sex or disability.

9. ~~ASSISTANCE TO DISABLED PASSENGERS~~

During the period of permission granted hereunder, the Permittee shall, without requiring the payment of any additional fee therefor, transport any patron with a disability, and any service animal accompanying such patron, to and from an Airport using either:

(a) A vehicle that meets all requirements of the Americans with Disabilities Act of 1990 as amended and superseded; or

(b) The patron's own vehicle.

10. PERMITTEE VEHICLE STICKERS

(a) Each vehicle operated by Off-Airport Parking Lot Service by the Permittee shall display a Port Authority issued numbered vehicle sticker pursuant to written notice from time to time by the Port Authority to the Permittee. A vehicle sticker number will be assigned to each vehicle, or all vehicles, operated by the Permittee pursuant to this Permit. Each vehicle sticker must be permanently affixed to the area of the vehicle specified by the Port Authority. Vehicle stickers shall not be transferred from one vehicle to another except with the written permission of the Port Authority.

(b) Vehicle stickers shall be effective until the date provided for their expiration as specified in a notice from the Port Authority, which expiration date may be extended by an additional notice or notices from time to time from the Port Authority.

(c) A vehicle sticker may be surrendered by returning the original vehicle sticker or the pieces of the original vehicle sticker to the Port Authority or providing a written explanation satisfactory to the Port Authority for the failure to return such original vehicle sticker or pieces. Vehicle stickers issued and not surrendered in the manner provided for in this Permit prior to the commencement of a calendar month shall be considered to have been in effect with respect to the entirety of such calendar month for the purpose of determining the fee due and payable under this Permit.

(d) A vehicle sticker may be replaced during the term of this Permit if the sticker is damaged, or the vehicle to which it has been assigned has been replaced or rendered inoperable. The sticker must be returned to the Port Authority prior to the Port

Authority's issuance of a new sticker. No requests for a replacement vehicle sticker will be honored unless accompanied by the prior original sticker or pieces of the prior original sticker or a written explanation satisfactory to the Port Authority for the failure to return the original vehicle sticker or pieces.

(e) Vehicle stickers shall at all times remain the property of the Port Authority and the Port Authority may require the removal and return to it of one or more vehicle stickers at any time. The Permittee's acceptance of a vehicle sticker constitutes consent by the Permittee to the removal of the vehicle sticker at any time by a Port Authority representative.

(f) Upon the request of the Port Authority, the Permittee shall furnish to the Port Authority at any time a copy of any document relating to the title, registration, insurance and licensing or safety inspection of any vehicle, or driver of any vehicle, carrying a vehicle sticker.

(g) The Permittee shall notify the Port Authority immediately of any lost or stolen Port Authority-issued stickers.

11. DESIGNATED PICK-UP / DROP-OFF AREA

(a) The Port Authority will designate a space or space(s) for the pick-up and drop-off of Permittee's customers.

(b) The Port Authority may, by notice, relocate the designated pick-up / drop-off space(s) upon forty-eight (48) hours written notice to the Permittee. Such relocation of such designated space(s) shall not be deemed to be a revocation of this Permit.

(c) If the Permittee picks up and drops off customers in the course of conducting business at the Airport at spaces designated pursuant to another and different permit, such as one concerning car rental, (i) the Permittee may employ the same pick-up and drop-off location(s) used pursuant to such other permit, and (ii) the Permittee may use the same vehicle(s) for pick-up / drop-off of customers for the Off-Airport Parking Lot Service as well as for another business pursuant to a separate and different permit if such vehicle meets all requirements of this Permit.

12. WELCOME CENTERS

(a) The Port Authority now operates one or more Welcome Centers (hereinafter singly or collectively, as the case may be, called the "Center" or the "Centers") as such Center or Centers may be modified or relocated by the Port Authority from time to time in airline terminal buildings ("Terminals") located at the Airports. The Centers are operated to provide schedule, fare and other transportation and accommodation information to the public.

(b) The Centers shall be the sole means by which the Permittee is represented, as set forth herein, in Terminals having such Centers.

(c) Each Center shall be provided with a direct dial telephone line for the exclusive use of customers to contact Permittee via a toll free telephone number furnished by Permittee at Permittee's sole expense to arrange for pick-up.

(d) The Port Authority will use reasonable efforts to engage a third-party contractor or contractors who will agree to staff the Centers approximately sixteen hours per day (except as may be otherwise determined by the Port Authority) with an individual, or individuals ("Center Personnel"), who will provide services to the public to the extent practical. Center Personnel will serve all parties represented at the Welcome Centers including, but not limited to, hotels, shared ride services, limousine services, bus operators, trains and off-airport parking lot operators, on a non-exclusive basis.

(e) The Port Authority may, by notice, cease operation of a Center upon forty-eight (48) hours written notice to the Permittee. Such cessation of operation of a Center or all Centers shall not be deemed a revocation of this Permit.

(f) The Port Authority reserves the right to publish or post information at the Welcome Centers or elsewhere describing the service provided by the Permittee.

13. PERMITTEE FEE

(a) During the effective period of this Permit as set forth on the first page of this Permit, Permittee shall pay a fee as determined by this Section 13.

(b) No later than November 20 of each year of the permit, the Permittee shall provide to the Port Authority a written report of the number of vehicle parking spaces that the Permittee makes available for public parking for a fee at each of its public parking facilities on November 10 of that year

(c) (i) The annual fee for any one year shall be equal to two hundred dollars and no cents ($200.00) times the total number of the parking spaces available for public parking for a fee at all of the Permittee's public parking facilities serving Port Authority airports.

(ii) For the purpose of determining the annual fee, "the total number of parking spaces available for public parking for a fee" as used in Section 13(c)(i) for any one year shall not include any parking space which has been leased by the Permittee to a lessee so that such space is not available for daily use by a person other than such lessee for a term of one year or longer, provided that a true and accurate copy of the relevant lease is delivered to the Port Authority. If the Permittee delivers such a lease copy to the Port Authority, the Permittee shall observe the provisions of Section 16 herein with respect to the original lease,

and such original lease shall be included in the term "Documents" as used in such Section 16.

(d) (i) Except as set forth herein, the annual fee shall be collected in monthly installments as set forth below.

(ii) During the first calendar year of the period during which the Permit shall be in effect, or part thereof:

(A) Not later than the fifth (5th) day of the second calendar month of the period during which the Permit shall be in effect, Permittee shall pay shall pay one-twelfth (1/12) of the amount shown at Item 5 on the first page of the permit after the phrase "Initial Annual Fee" as the monthly amount for the first full calendar month during which the Permit shall be in effect and the pro-rata portion of such monthly amount for the prior partial calendar month, if any, of the period during which the Permit shall be in effect.

(B) Payment of the monthly amount for the second full calendar month during which the Permit shall be in effect, and for each subsequent calendar month, of the period during which the Permit shall be in effect shall be made, not later than the fifth (5th) day of the following calendar month.

(iii) The fee will be established and paid as follows during each of the following calendar years of the period during which the Permit shall be in effect, or part thereof:: On December 15 of each year for the duration of the permit, the Port Authority shall provide to Permittee a statement of the monthly payment due for each month of the next calendar year. The monthly payment established in such statement shall be made by the Permittee for each calendar month of such next year not later than the fifth (5th) day of the calendar month following such month.

(e) The Permittee may give notice during a calendar year that the Permittee has ceased operation of any of its parking facilities, and stating which other parking facilities the Permittee continues to operate. Within 10 days after receipt of such notice, the Port Authority will issue a statement establishing a new monthly fee for the remainder of the calendar year based on the number of parking spaces operated by that Permittee per year or part thereof. Permittee shall begin to pay such new monthly fee for the first full calendar month after receipt of the such statement not later than the fifth (5th) day of the calendar month following such month.

(f) Without limiting any term or provision of this Permit, in the event the Permittee performs (i) any service, other than the Authorized Service at the Airport, or (ii) any service (including the Authorized Service) at any other Port Authority facility, whether such performance is the subject of a written agreement by and between the Port Authority and the Permittee, the Permittee hereby agrees that it will pay to the Port Authority any and all fees and/or charges applicable to such service. The

Permittee also agrees that, at the request of the Port Authority, it will enter into the appropriate agreement with the Port Authority providing permission for the Permittee to perform such service.

(g) Payments made hereunder shall be made by check payable to the order of "The Port Authority of New York and New Jersey", which shall include the Port Authority permit number of this Permit on the face of the check, and be sent to the following address:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
P.O. BOX 95000-1556
PHILADELPHIA, PENNSYLVANIA 19195-0001

Bank:	TD Bank
Bank ABA number:	031201360
Account number:	Exemption (1/4)

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

14. LATE CHARGES

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (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 Port Authority audit findings 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 (a) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 2 of these Terms and Conditions, or (b) 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.

15. SECURITY DEPOSIT

Provided that an amount is set forth in Item 6 on the first page of this Permit following the phrase "Required Security Deposit", and upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the Required Security Deposit, in cash or by Letter of Credit in a form to be prescribed by the Port Authority to the order of "The Port Authority of New York and New Jersey," as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed.

16. RECORDS AND REPORTING

(a) (i) No less than ten (10) business days after execution of this Permit, Permittee will submit to the Port Authority a true and accurate copy of every certificate of occupancy issued by State of New York, and/or authorized under license or site plan issued by, or filed with, the relevant New Jersey municipality setting forth the number of vehicle parking spaces for which a parking fee will be charged in all of the Permittee's facilities serving Port Authority airports.

(iii) If, during the term of this Permit, any new or additional certificate of occupancy is issued by State of New York, and/or any new license or site plan is issued by, or filed with, the relevant New Jersey municipality, a true and accurate copy of such new or additional document shall be submitted to the Port Authority not less than ten (10) business days after such issuance or filing.

(iv) If, during the term of this Permit, any certificate of occupancy issued by State of New York, and/or any new license or site plan issued by, or filed with, the relevant New Jersey municipality such document is amended, supplemented, or replaced, a true and accurate copy of such amended, supplemented, or replacement document shall be submitted to the Port Authority not less than ten (10) business days after such amendment, supplementation or replacement.

(b) The Permittee agrees to:

(i) maintain the original copy of the certificate or certificates of occupancy issued by State of New York, and/or authorized under license or site plan issued by, or filed with, the relevant New Jersey municipality setting forth the number of parking spaces for which a parking fee to a patron will be charged in all of the Permittee's facilities serving Port Authority airports during the term of the Permit (hereinafter referred to as "the Documents")and after the expiration or earlier revocation, cancellation or termination of the Permit, until the Permittee

shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise;

(ii) cause any company which is owned or controlled by the Permittee, or any company which owns or controls the Permittee, if any such company performs services similar to those performed by the Permittee, to maintain the Documents during the term of the Permit and after the expiration or earlier revocation, cancellation or termination of the Permit until the Permittee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise.

(c) The Permittee agrees to permit and/or cause to be permitted during the effective period of this Permit, during such further period as is mentioned in the preceding paragraphs (b)(i)-(ii), the examination of the Documents within the Port of New York District by the officers, employees and representatives of the Port Authority during ordinary business hours, within ten (10) days following any request by the Port Authority to examine the Documents.

(d) If the Permittee shall fail to comply with paragraph (c),the Port Authority may estimate the number of parking spaces for which a parking fee will be charged in all of the Permittee's facilities serving Port Authority airports, on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the fees based thereon shall be payable to the Port Authority when billed

(e) Without implying any limitation on the right of the Port Authority to revoke this Permit for cause for breach of any term, condition or provision thereof, including but not limited to, breach of any term, condition or provision of paragraphs (a) - (c) above, the Permittee understands that the Permittee's compliance with all the provisions of this Section are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under this Permit.

(f) In the event that, upon conducting an examination of the Documents 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 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 Section 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. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit, or (ii) any obligations of the Permittee under this Permit.

(g) The foregoing amounts set forth in paragraphs (f) above shall be deemed fees under this Permit payable to the Port Authority with the same force and effect as the Basic Fee and all other fees payable to the Port Authority thereunder.

17. CERTIFICATES, PERMITS OR OTHER AUTHORIZATIONS

(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 person 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.

18. PROHIBITED ACTS

(a) 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 Airport 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 Airport 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 Airport any unusual noxious or objectionable smokes, gases, vapors or odors, or

(v) may interfere with the effectiveness or accessibility of any drainage and sewerage system, water system, communications system, fire protection system, sprinkler system, alarm system, fire hydrant and hose, if any, installed or located or to be installed or located in or on the Airport, or

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

(vii) For the purpose of this paragraph (a), "Airport" includes all structures located thereon.

(b) The Permittee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the Airport In addition, 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 Airport 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. The obligations of the Permittee pursuant to this paragraph shall survive the expiration, revocation, cancellation or termination of this Permit.

(c) 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.

(d) (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 Airport which interfere or are likely to interfere with the operation of the Airport or any part thereof by the Port Authority or with the operations of the lessees, licensees, permittees or other users of the Airport or with the operations of the Permittee under this Permit.

(ii) With regards to the services provided hereunder, the Permittee shall immediately give notice to the Port Authority (if verbal notice is given, to be followed by written notice and report) of any and all impending or existing labor complaints, troubles, disputes or controversies which affects the operations of one or more of Permittee's parking facilities and the progress thereof. The Permittee shall use its best efforts to resolve any such complaints, troubles, disputes or controversies.

(iii) The Permittee acknowledges that it is familiar with the general and local conditions prevailing at the Airport and with the all pertinent matters and

circumstances which may in any way affect performance of the privileges granted under this Permit.

(e) The Permittee shall not solicit business on the public areas of the Airport.

(f) The Permittee shall not use, at any time, hand or standard megaphone, loudspeaker or any electric, electronic or other amplifying device.

(g) No signs, brochures, posters or similar devices shall be erected, displayed or maintained at the Airport without the written approval of the General Manager of the Airport; and any not approved by such General Manager or not removed by the Permittee upon the termination, revocation, expiration or cancellation of this Permit may be removed by the Port Authority at the expense of the Permittee.

(h) The Permittee shall not operate any engine or any item of automotive equipment in any enclosed space at the Airport unless such space is adequately ventilated.

(i) Intentionally left blank.

(j) The Permittee shall not use any cleaning materials having a harmful or corrosive effect on any part of the Airport.

(k) The Permittee shall not fuel or defuel any equipment in any enclosed space at the Airport without the prior approval of the General Manager of the Airport except in accordance with Port Authority rules and regulations.

(l) Intentionally left blank.

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

19. PORT AUTHORITY PROPERTY

(a) 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.

(b) The Permittee shall be responsible for the cost of repair or replacement any property of the Port Authority damaged by the Permittee's operations hereunder

20. PERMITTEE OPERATIONS

(a) The operations and activities 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.

(b) The Permittee shall provide, and its employees shall wear or carry, badges or other suitable means of identification. The form of such badges or means of identification shall be subject to the written approval of the Manager of the Facility.

(c) The Permittee shall conduct its business operations with the objective of providing courteous service to the public. The Port Authority shall have the right to object to the Permittee regarding 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.

(d) A driver of a Permittee vehicle shall not smoke, eat or drink while passengers are in such vehicle unless such passengers expressly permit the driver to do so.

(e) No vehicle utilized by the Permittee in performing services hereunder shall be moved unless and until all persons therein are seated.

(f) In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Port Authority rules and regulations.

(g) The Permittee shall not permit any of its employees to enter the Airport terminals to engage in any commercial activity except for drivers actively engaged in loading or discharging passengers having already made arrangements with the Permittee, except with the written permission of the Port Authority, which may be revoked at any time.

(h) The Port Authority reserves the right to "shop" the services of the Permittee to ensure compliance with terms and provisions of this Permit.

21. FEDERAL AID REQUIREMENTS

(a) The Permittee shall

(i) furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(ii) furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(iii) charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(iv) As used in the above subsections "service" shall include the furnishing of parts, materials and supplies (including the sale thereof).

(b) The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and Permittee's thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

22. VEHICLE TYPES AND REQUIREMENTS

(a) The vehicles to be operated by the Permittee pursuant to this Permit shall not be of a model year more than seven years old and shall all be of a type of motor vehicle especially adapted for the Off-Airport Parking Lot Service to be rendered hereunder. Vehicles generally known as taxicabs and vehicles generally known, as school buses shall not be used in either service permitted under this Permit. Vehicles used in the Off-Airport Parking Lot Service hereunder shall have a seating capacity necessary to provide the service and shall be so constructed and equipped and of such number, size and type shall fulfill the requirements of the Off-Airport Parking Lot Service.

(b) The Permittee shall maintain all vehicles operated by the Permittee pursuant to this Permit in good repair, order and appearance, and shall keep them clean at all times.

(c) The Permittee shall paint, sign or mark the vehicles used in the Off-Airport Parking Lot Service to identify their use in such service in a prominent and distinctive manner. The Permittee shall not paint, mark or identify any vehicle not licensed as a "taxi" or "taxicab" to be operated by the Permittee pursuant to this Permit with the words "taxi" or "taxicab" or words of similar meaning or with marking schemes or colors tending to identify such vehicles as taxicabs and the words "taxi" or "taxicab" shall not appear on the exterior of any such vehicle.

23. AIRPORT ROADWAY USE AND SOLICITATION

(a) Permittee shall comply with all rules and regulations regarding the operation of motor vehicles at the Airports, including the Port Authority rules and regulations. Permittee shall comply with any designation of a route or routes or parking area or areas designated for use by the Permittee which may be issued by the Port Authority.

(b) The Port Authority makes no representations as to the condition of any routes, road or way, and does not agree to keep the same unobstructed or fit for use. No closing by the Port Authority of any route, road or way, whether temporary or permanent, whether or not such closing involves a route, road or way previously used by the Permittee hereunder, and no such closing by any governmental authority, whether of a route, road or way, within or outside the Airports, and whether or not at the request or with the consent of the Port Authority, shall constitute or be deemed a diminution of the privileges granted by this Permit, or shall relieve the Permittee of any of its obligations hereunder. Without limiting or affecting the rights of the Port Authority under applicable law, authorized representatives of the Port Authority, its contractors, lessees or permittees shall have the right to deny access from time to time to any area at the Airport, including terminal frontages. The Permittee acknowledges and agrees that any vehicle operated by or on behalf of the Permittee found in such areas as aforesaid may be towed by authorized representatives of the Port Authority, its contractors, lessees or permittees at Permittee's expense. The Permittee, its employees, invitees, and others doing business with it, shall pick up an discharge passengers or load and unload baggage and packages in such reasonable time as may be determined by the Port Authority from time to time and only at the point or points within the Airports which may be from time to time designated by the Port Authority.

24. OWNERSHIP OF INTELLECTUAL PROPERTY

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 Section 23 hereinafter, 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 claims arising out of the operations of the Permittee under or in any way connected with this Permit.

25. INDEMNITY

(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 expenses, including the cost or value of Port Authority in-house legal services, 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 default of the Permittee, its officers, employees, and persons who are doing business with it, in performing or observing any terms or provision of this Permit, or our of any of the operations, acts or omissions of the Permittee, its officers, employees, and persons who are doing business with it, including claims and demands of the City of New York, the City of Newark or the City of Elizabeth against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with any of the said Cities.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent) after having been given timely notice thereof by the Port Authority, 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, the immunity of the Port Authority, its Commissioners, officers, agents or employee, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

(c) In the event of any injury or death to any person (other than employees of the Permittee) at the Airport when caused by the Permittee's operations, or damage to any property (other than the Permittee's property) at the Airport when caused by the Permittee's operations, 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.

26. INSURANCE PROCURED BY PERMITTEE

(a) The Permittee, 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, 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 minimum limit set forth in Item 9 on the first page of this Permit, and Commercial Automobile Liability Insurance covering owned, non-owned and hired vehicles and including automatic coverage for newly acquired vehicles and providing for coverage in the minimum limit set forth in Item 9 on the first page of this Permit. Without limiting the foregoing, the Permittee shall maintain Workers' Compensation and Employers Liability Insurance in accordance with the Permittee's statutory obligations under the applicable State Workers' Compensation Law for those employees of the Permittee employed in operations conducted pursuant to this Permit at or from the Airport. 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 this Permit.

(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 Section 25 of the Terms and Conditions of this Permit.

(c) All insurance coverages and policies required under this Section 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 effective period of permission granted under this Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the aforementioned 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 shall contain a provision or endorsement 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 this 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 seven (7) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of this 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 this 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 this Permit or any other agreement or by law.

27. OTHER AGREEMENTS

In the event the terms and provisions of any agreement entered into by the Permittee with any third Person in connection with the privileges granted hereunder are contrary to or conflict or are inconsistent with the terms and provisions of this Permit, the terms and provisions of this Permit shall be controlling, effective and determinative.

28. WAIVER OF TRIAL BY JURY

The Permittee here waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted under this Permit 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 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.

29. CONTINUED EXERCISE OF PRIVILEGE AFTER EXPIRATION, REVOCATION OR TERMINATION

(a) Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the Authorized Service for any period (a "Post-Termination Period") following 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, the Permittee shall pay to the Port Authority, for any Post-Termination Period a fee equal to twice the Permittee Fee as set forth in Section 13.

(b) The foregoing shall not be deemed to give the Permittee any right to continue to perform the Authorized Service at the Airport after the expiration, revocation or termination of the effective period of the permission granted under this Permit. In addition, the Permittee acknowledges that the failure of the Permittee to cease to perform the Authorized Service at the Airport from the effective date of such expiration, revocation or termination will or may cause the Port Authority injury,

damage or loss, and 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. The Permittee acknowledges that the Port Authority reserves all its legal and equitable rights and remedies in the event of such failure by the Permittee to cease performance of the Authorized Service.

(c) The Permittee hereby acknowledges and agrees that, subject to the foregoing, all terms and provisions of this Permit shall be and continue in full force and effect during any Post-Termination Period.

30. NO WAIVER

(a) No failure by the Port Authority to insist upon the strict performance of any agreement, term 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 or condition.

(b) No agreement, term 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.

(c) No waiver by the Port Authority of any default or breach on the part of the Permittee in performance of any agreement, term or condition of this Permit shall affect or alter this Permit but each and every agreement, term and condition thereof shall continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.

31. CITY LEASE PROVISIONS

(a) The Permittee acknowledges that it has been offered a copy of, the City Lease with respect to the facility or facilities set forth on the first page of this Permit, or and has reviewed and is familiar with the contents of the City Lease or has waived review of the contents of such City Lease. In either case, the Permittee acknowledges that no greater rights or privileges are hereby granted to the Permittee than the Port Authority has the power to grant under the applicable City Lease.

(b) In accordance with the provisions of the applicable City Lease, the Port Authority and the Permittee hereby agree as follows:

(i) This Permit is subject and subordinate to the applicable City Lease and to any interest superior to that of the Port Authority;

(ii) The Permittee shall not pay the fees or other sums under this Permit for more than one (1) month in advance (excluding security or other deposits required under this Permit);

(iii) With respect to this Permit, the Permittee on the termination of the applicable City Lease will, at the option of the City, enter into a direct permit on identical terms with the City;

(iv) The Permittee shall not use any portion of the Airport for any use other than as permitted under the applicable City Lease;

(v) The Permittee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the City Lease with respect to John F. Kennedy International Airport and/or LaGuardia Airport;

(vi) The Permittee shall use the Airport in a manner consistent with the Port Authority's obligations under Section 28 of the City Lease with respect to John F. Kennedy International Airport and/or LaGuardia Airport;

(vii) The failure of the Permittee to comply with the foregoing provisions shall be an event of default under this Permit, which shall provide the Port Authority with the right to revoke this Permit and exercise any other rights that the Port Authority may have as the grantor of the permission hereunder

32. MISCELLANEOUS

(a) 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 thereof.

(b) The Section and paragraph headings, if any, in this Permit are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

(c) This Permit, including endorsements, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof. This Permit may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee or except by notice as specifically set forth in Sections 1, 2, 10, 11, and 12 hereinabove. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.