

prblawyers@aol.com  
Wednesday, March 06, 2013 10:45 AM  
Duffy, Daniel  
Torres Rojas, Genara; Van Duyne, Sheree  
Freedom of Information Online Request Form

Information:

First Name: JEFF  
Last Name: VERRILLI  
Company: PLUS CUBANO CAFE  
Mailing Address: 137 11 100TH ST. LVD.  
Mailing Address 2:  
City: FLUSHING  
State: NY  
Zip Code: 11354  
Email Address: [prblawyers@aol.com](mailto:prblawyers@aol.com)  
Phone: 718-553-2106  
Required copies of the records: Yes

List of specific record(s):

All lease agreements and any amendements or extensions thereto between the Port Authority of New York and New Jersey, as landlord, in connection with the building 75 located at JFK Airport, Jamaica, NY 11430, for the last 5 years

FOI Administrator

April 15, 2013

Mr. Joseph Vitulli  
Pliskin Rubano Et Al  
137-11 Northern Blvd.  
Flushing, NY 11354

Re: Freedom of Information Reference No. 13815

Dear Mr. Vitulli:

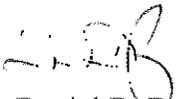
This is a response to your March 6, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of all agreements and any amendments or extensions thereto between the Port Authority, as landlord, in connection with the building 75 located at John F. Kennedy International Airport, Jamaica, NY 11430 for the last 5 years.

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/13815-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 (2.a.) 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

Lease

Lease No. AYB-622

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THIRD SUPPLEMENTAL AGREEMENT TO LEASE

between

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

PROLOGIS, L.P.

Dated as of April 1, 2012

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

Supplement No. 3  
John F. Kennedy International Airport  
Port Authority Lease No. AYB-622

### SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made as of the 1st day April of 2012 (the "Effective Date") by and between the PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as the "Port Authority"), and PROLOGIS, L.P., formerly AMB Property, L.P., (hereinafter called the "Lessee"),

WITNESSETH, That:

WHEREAS, by a certain agreement of lease made as of February 1, 1986 (which agreement of lease, as the same has been supplemented and amended, is hereinafter called the "Lease"), the Port Authority leased and granted to Halmar Construction Corp. and Halmar Contracting, Inc., acting jointly and severally, certain premises, rights, licenses and privileges at John F. Kennedy International Airport (hereinafter called "the Airport"), as more particularly described in the Lease; and

WHEREAS, the Lease was thereafter assigned to Halmar Equities, Inc. pursuant to an Assignment of Lease with Assumption and Consent Agreement by and between Halmar Construction corp. and Halmar Contracting, Inc. (acting jointly and severally as "Assignor"), Halmar Equities (the "Assignee") and the Port Authority, made as of April 1, 1986; and

WHEREAS, the Lease was further assigned to the Lessee, pursuant to an Assignment of Lease with Assumption and Consent Agreement by and between Halmar Equities (the "Assignor"), AMB Property, L.P. (the "Assignee") and the Port Authority, made as of April 1, 2002; and

WHEREAS, the parties hereto desire to extend the term of the letting under the lease and to amend the lease in certain other respects as hereinafter provided;

WHEREAS, unless the context clearly indicates otherwise, any capitalized term not defined herein shall have the same meaning given thereto in the Lease.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, the Port Authority and the Lessee hereby agree, effective as of the dates set forth below, to amend the Lease, effective as of the date set forth above as follows:

1. (a) Effective as of the date hereof, the term of the letting under the Lease shall be extended through December 31, 2025, both dates inclusive, at the rentals hereinafter set forth. All other terms and conditions of the Lease shall remain unchanged unless otherwise set forth herein.

(b) Without in any way limiting the provisions set forth in the Sections of the Lease entitled "Termination", "Right of Re-entry" and "Survival of the Obligations of the Lessee", unless otherwise notified by the Port Authority in writing, in the event the Lessee remains in possession of the premises after the expiration or termination of the term of the letting under this Agreement, as it may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Agreement or other remedies the Port Authority may have by law or otherwise, the Lessee shall pay to the Port Authority a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that the Lessee shall surrender and completely vacate the premises at an annual rate equal to twice the sum of (i) the annual rate of Annual Ground Rental in effect on the date of such expiration or termination, plus (ii) all items of Additional Rent and other periodic charges payable with respect to the premises by the Lessee at the annual rate in effect during the 365 day period immediately preceding such date. Nothing herein contained shall give, or be deemed to give, the Lessee any right to remain in possession of the premises after the expiration or termination of the letting under this Agreement. The Lessee acknowledges that the failure of the Lessee to surrender, vacate and yield up the premises to the Port Authority on the effective date of such expiration or termination will or may cause the Port Authority injury, damage or loss. The Lessee 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 Lessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

2. (a) Effective as of November 1, 2010 and continuing through June 30, 2013, both dates inclusive, the Ground Rental heretofore payable by the Lessee to the Port Authority, in the amount of (Ex. 2.a.)

set forth in Section 4. II.A. (1) (d) of the Lease, shall be deleted, and the following Ground Rental shall be inserted in lieu thereof:

(b) In the event the Lessee shall at any time by the provisions of the Lease, as herein amended, become entitled to an abatement of Ground Rental, the Ground Rental set forth in sub-paragraph (a) of this paragraph 2 shall be reduced for each calendar day or major fraction thereof that the abatement remains in effect at the daily rate of (Ex. 2.a.) or each square foot of land the use of which is denied the Lessee subject to adjustment as provided herein (it being understood that there shall be no abatement of Ground Rental under the Lease for any portion of the premises other than land area or for any portion of the term except as specifically provided in this Agreement).

3. (a) Effective from and after July 1, 2013 (hereinafter the "Rental Payment Commencement Date") and continuing through the day preceding the first anniversary of the Rental

Payment Commencement Date, the Lessee shall pay to the Port Authority an annual Ground Rental in the amount of (Ex. 2.a.)

, payable in equal monthly installments on the Rental Payment Commencement Date and on the first day of every month thereafter occurring during that period. Commencing on the first anniversary of the Rental Payment Commencement Date and on each anniversary of such date thereafter occurring throughout the balance of the extended term of the letting, the annual Ground Rental then payable by the Lessee shall be subject to escalation at four percent (4%) per annum.

(b) The Ground Rental shall be payable in equal monthly installments on the Rental Payment commencement Date and on the first day of each and every month thereafter occurring through the balance of the extended term of the letting. In the event any said portion of the term shall end on a day other than the last day of a month, the monthly installment for said month shall be the monthly installment pro-rated on a daily basis using the actual number of days in said month.

(c) If any installment of Ground Rental payable hereunder shall be for less than a full calendar month, then the Ground Rental payment for the portion of the month for which said payment is due shall be the monthly installment prorated on a daily basis using the actual number of days in that said month.

(d) (i) During the period commencing on the Rental Payment Commencement Date and continuing through the day preceding the first anniversary of such date, both dates inclusive, in the event the Lessee shall at any time by the provisions of the Lease, as herein amended, become entitled to an abatement of Ground Rental, the Ground Rental set forth in sub-paragraph (a) of this paragraph 3 shall be reduced for each calendar day or major fraction thereof that the abatement remains in effect at the daily rate of (Ex. 2.a.) for each square foot of land the use of which is denied the Lessee subject to adjustment as provided herein (it being understood that there shall be no abatement of Ground Rental under the Lease for any portion of the premises other than land area or for any portion of the term except as specifically provided in this Agreement).

(ii) Effective from and after the first anniversary of the Rental Payment Commencement Date and continuing through the balance of the term of the letting, both dates inclusive, in the event the Lessee shall at any time by the provisions of the Lease, as herein amended, become entitled to an abatement of Ground Rental, the abatement amount listed in subparagraph (d)(1) above, as the same may have been previously adjusted, shall be adjusted in the same proportion as the Ground Rental may have been adjusted as provided in sub-paragraph (a) above (it being understood that there shall be no abatement of Ground Rental under the Lease for any portion of the premises or for any portion of the term except as specifically provided in this Agreement):

4. (a) Effective from and after the Effective Date July 1, 2013 hereof and continuing through the balance of the term of the letting, the Lessee shall pay to the Port Authority an Additional Rental equivalent to the following:

(i) During any Annual Period in which the Average Occupancy Rate, as hereinafter defined, of the premises is equivalent to or greater than (Ex. 2.a.) the Lessee shall pay to the Port Authority an Additional Rental equivalent to of the Residual Cash Flow, as hereinafter defined; or

(ii) During any Annual Period in which the Average Occupancy Rate of the premises is equivalent to or greater than but less than (Ex. 2.a.) the Lessee shall pay to the Port Authority an Additional Rental equivalent to of the Residual Cash Flow; or

(iii) During any Annual Period in which the Average Occupancy Rate of the premises is less than (Ex. 2.a.) the Lessee shall pay to the Port Authority an Additional Rental equivalent to of the Residual Cash Flow.

(b) The Additional Rental shall be payable to the Port Authority in accordance with the following: On the 20<sup>th</sup> day following the end of each of the first three (3) calendar quarterly periods occurring during each annual period and on the 20<sup>th</sup> day following the end of the last quarter occurring in each annual period, the Lessee shall render to the Port Authority a sworn statement showing the Occupancy Rates for the preceding quarterly period; whenever such statement shall show that the Average Occupancy Rate of the Lessee for that annual period is in excess of the applicable percentage set forth in subdivisions (i), (ii) or (ii) of paragraph 4(a), above, the Lessee shall pay at the time of rendering the statement an amount equal to the percentage stated in subparagraph (a)(i), (ii), or (iii), as applicable of this paragraph 4 applied to the Residual Cash Flow arising during such annual period, and shall thereafter on the 20th day of each quarterly period during that annual period and on the 20th day of the month following the end of that annual period pay an amount equal to the applicable percentage stated above in subparagraph (a) applied to the Residual Cash Flow during each subsequent month of that annual period. The Lessee's statement following the close of each annual period shall report total Residual Cash Flow for such annual period and total Additional Rental due therefor and if any adjustments are required the same shall be made at the time such report is rendered. During any annual period that is other than a full calendar year, the Additional Rental shall be prorated on a daily basis.

(2) Upon any termination of the letting hereunder (even if stated to have the same effect as expiration), the Lessee shall, within twenty (20) days after the effective date of such termination, make a payment of rental computed as follows: first, if the letting hereunder is terminated effective on a date other than the last day of a month the Ground Rental for the portion of the month in which the effective date of termination occurs during which the letting remains effective shall be the amount of the applicable monthly installment of Ground Rental prorated on a daily basis, and if the applicable monthly installment due on the first day of that month has not been paid the Lessee shall pay the prorated part of the amount of that installment; if the applicable monthly installment has been paid, then the excess thereof shall be credited to the Lessee's other obligations; second, the Lessee shall within twenty (20) days after the effective date of termination, render to the Port Authority a sworn statement showing the Occupancy Rate for the annual period in

which the effective date of termination happens to fall, and third, the payment then due on account of the Additional Rental for the annual period in which the effective date of termination falls shall be an amount equal to the applicable percentage stated above in subparagraph (b)(i), (ii) or (iii) applied to the Residual Cash Flow of the Lessee arising during such portion of the annual period.

(c) As used herein:

(i) "Amortized Investment" shall mean an amount not to exceed (Ex. 2.a.)

(ii) "Annual Period" shall mean the six month period commencing on July 1, 2013 and expiring on December 31, 2013, both dates inclusive, and each 12 month period thereafter commencing on January 1, 2014 and on each anniversary of said date throughout the balance of the extended term of the letting;

(iii) "Average Occupancy Rate" shall mean the sum of the Occupancy Rates, as hereinafter defined, during each annual period; divided by 4.

(iv) "Building 75" shall mean the building structure located on the Premises, as defined in Section 1 of the Lease.

(v) "Capital Reserve Fund" shall mean an account maintained by the Lessee solely for the payment of capital expenditures approved by the Port Authority in connection with the repair (and or replacement) of:

(aa) the structural supporting frame and roof of the building, the exterior of the exterior walls (excluding doors, screens and glass);

(bb) damage to the building caused by the sinking or settling of the ground (not including minor damage to other than the structural supporting frame and roof of the building) in Building 75;

(cc) incinerators;

(dd) the mechanical, electrical, plumbing and heating systems;

(ee) Sewerage, drainage, communications, fire protection, gas and other systems and all related pipes, wires, mains lines, tubes, conduits, equipment, motors, cables and fixtures.

(ff) Such other capital expenditures that have been submitted to the Port Authority in accordance with the following: No less than thirty (30) days' prior to submission by the Lessee of its plans and specifications for the work in compliance with the Port Authority's Tenant Construction and Alteration Process Manual (the "TCAP Manual"), the Lessee shall submit to the Port Authority a preliminary statement showing the nature of the repair/ replacement work proposed to be performed, the reasons for the work and the estimated expenditure therefore. The Port Authority shall respond, in writing, within ten (10) business days of receipt by the Port Authority of such preliminary statement. If the Port Authority does not respond within the ten (10) business days, the Lessee shall submit re-submit the preliminary statement of the work to be performed to the General Manager of the Airport for review. The General Manager shall respond, in writing, within five (5) business days of receipt of the re-submission of the preliminary statement. Upon approval by the Port Authority, which approval shall not be unreasonably withheld, delayed or conditioned, the Lessee may proceed with the tenant construction and alternation process as set forth in the TCAP Manual. Notwithstanding the foregoing, the Lessee shall be permitted to expend up to but not greater than (Ex. 2.a.)  
per occurrence for such capital expenditures without the prior approval of the Port Authority.

(vi) Within thirty-five (35) days following the end of each annual period hereunder, the Lessee shall set forth, in reasonable detail: (aa) the total cumulative amounts paid to specified independent third party contractors and the amounts of payments made to other specified persons for capital expenditures expended under this paragraph and certify that such amounts constitute such capital expenditures; and (bb) have attached thereto reproduction copies or duplicate originals of the invoices or such independent third party contractors and other persons and an acknowledgment by such independent contractors and other persons of the receipt by them of such amounts and payments.

"Gross Receipts' shall mean all amounts, monies, revenues, receipts and income of every type paid or payable for sales made and for services rendered at or from the Premises, from and after July 1, 2013, and any other amounts, monies, revenues, receipts and income of any type arising out of or in connection with the operation of Building No. 75, including without limitation all amounts paid or payable by subtenants, occupants, users, concessionaires, or licensees of the Premises for the use and occupancy of all or any portion of the Premises, or from providers of telecommunications or other services to the Premises or otherwise directly or indirectly arising out of the Premises, any part thereof, any right or interest therein or in respect thereof, or the leasing, use, occupancy or operation of the Premises, or any part thereof, calculated in accordance with Accounting Principles, including without limitation the following: (A) rental payments, fixed rental, minimum rental,

rental computed on the basis of sales or other criteria, additional rental, escalation rental and security deposits applied in payment of any rental; (B) charges for the providing of goods or services of any kind (including without limitation income from vending machines; and service charges) paid or payable by any Persons in or on the Premises, or in connection with the use, occupancy or operation of the Premises (even if such goods or services are provided from or to a location off the Premises), (C) any reimbursement to Lessee of the cost of utilities or any other operating expenses, and (D) any administrative fees charged by the Lessee for services provided by the Lessee to its customers and such administrative fee being the only income to the Lessee with respect thereto, provided, however, that the following shall be excluded from Gross Receipts: (i) charges collected by the Lessee on behalf of the Port Authority, (ii) and any taxes imposed by law which are separately stated to and paid by subtenants of the Lessee and directly remitted by the Lessee to the taxing or to a tax collecting authority, and (iii) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption policy, proceeds from all other insurance received as a result of a loss casualty.

(i) "Occupancy Rate" shall mean the ratio between the total square footage subleased by the Lessee to subtenants (as of the end of each calendar quarter) in Building 75 and 209,720 rentable square feet.

(ii) "Residual Cash Flow" shall mean the Gross Receipts, as hereinabove defined in Paragraph 4 (b)(vi), arising during each Annual Period, as hereinabove defined, excluding the following:

(aa) The annual Ground Rental payable by the Lessee to the Port Authority pursuant to the provisions of sub-paragraph (a) of paragraph 3 hereof;

(bb) An annual Leasing Fee, equivalent to (Ex. 2.a.) of the Lessee's Gross Receipts arising during each Annual Period;

(cc) An annual Management Fee, equivalent to (Ex. 2.a.) of the Lessee's Gross Receipts arising during each Annual Period;

(dd) Pro rata share of the Lessee's Amortized Investment, as hereinabove defined, and interest thereon at the rate of (Ex. 2.a.) per annum;

(ee) Annual contribution to Capital Reserve Fund, as hereinabove defined, in the amount of (Ex. 2.a.) of Lessee's annual Gross Receipts.

(ff) Operating and improvement expenses incurred by the Lessee in vacant office and warehouse space and in vacant common areas in the building. Operating and improvement expenses shall not include any costs to build office/ warehouse space to suit the particular needs of a subtenant.

(gg) All actual expenses incurred by the Lessee for the maintenance, repair or replacement of those portions of the Premises occupied by subtenants, including but not limited to the following: common area maintenance, cleaning, painting, utilities,

snow removal, HVAC, plumbing, electrical fire life safety, pest control, landscaping, security and repair and replacement of building components, improvements, fixtures and systems.

5. During the period from and after the July 1, 2013 and continuing through the balance of the extended term of the letting under the Lease, in connection with the Lessee's obligations under Section 11 of the Lease, the Lessee agrees to establish and maintain a Capital Reserve Fund, as defined in sub-paragraph (b) of paragraph 4 hereof, solely for the purposes set forth in the aforesaid sub-paragraph, which Capital Reserve Fund shall not be expended except as approved in advance by the Port Authority, which approval shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, (i) Lessee may expend up to (Ex. 2.a.) per occurrence without the approval of the Port Authority, provided that the Lessee shall give notice to the Port Authority of such expenditure within forty-five (45) days following the end of the quarterly period in which such expenditure occurs. The Capital Reserve Fund shall be funded by the Lessee during each Annual Period hereunder in an amount equivalent to (Ex. 2.a.) of the Lessee's annual Gross Receipts for such Annual Period in accordance with the following: on the 15<sup>th</sup> day of February 2014, and each anniversary of such date throughout the balance of the extended term of the letting, and not later than the forty-fifth (45<sup>th</sup>) day after the expiration or earlier termination of this Agreement, the Lessee shall render to the Port Authority a sworn statement separately showing its Gross Receipts for the preceding Annual Period and the total amount deposited in the Capital Reserve Fund in connection therewith. In the event that, upon the expiration of the term of the letting, there is a balance in the Capital Reserve Fund, the balance shall be paid to the Port Authority for such other work to be performed on the premises as shall be determined by the Port Authority in its sole discretion.

6. (a) Upon the execution of this Agreement by the Lessee and delivery thereof to the Port Authority, the Lessee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Lessee, all of the terms, provisions, covenants and conditions of the Lease, as herein amended, on its part to be fulfilled, kept, performed or observed, 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 District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of (Ex. 2.a.) . The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority, such approval not to be exercised by the Port Authority in an arbitrary or capricious manner. Such letter of credit shall provide that it shall continue throughout the term of the letting under the Lease 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 clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Lessee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by 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. Failure to provide such a letter of credit

at any time during the effective term of the letting, under the Lease, as herein amended, valid and available to the Port Authority, shall be deemed to be a breach of the Lease, as herein amended on the part of the Lessee. If at any time any bank shall fail to make any payment to the Port Authority in accordance with any letter of credit issued by any such bank, the Lessee shall cause to be delivered to the Port Authority, on five days' notice, another letter of credit satisfactory to the Port Authority and meeting all the requirements set forth in this paragraph in an amount so that at all times during the term of the Letting, the Port Authority shall have a letter of credit in the security amount. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Lessee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Lessee 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 of the letting under the Lease, as herein amended and fulfillment of the obligations of the Lessee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Lessee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Lessee under the terms of the Lease, as herein amended, and all remedies of the Lease and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(b) The Lessee hereby certifies that its Federal Tax Identification Number is for the purposes of this paragraph 5.

(c) The Lessee acknowledges and agrees that the Port Authority reserves the right, at its reasonable sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Lessee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Lessee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this paragraph 5.

7. During the period commencing on the Effective Date, and subject to and in accordance with the provisions of Section 2 of the Lease, the Lessee shall submit to the Port Authority, for its consent, which consent shall not be unreasonably withheld, delayed or conditioned, the Lessee's comprehensive plan for the Lessee's construction work to improve the premises which may include, but not be limited to, building security requirements, installation or construction of energy efficient systems for Lessee's new and existing tenants of the premises, special HVAC filtering and environmental controls, shatter-resistant windows and façade improvements (hereinafter "the Construction Work"). The Lessee shall expend, not less than

(Ex. 2.a.) in direct payments to contractors, architects, suppliers, subcontractors or any other person engaged by the Lessee or any of its contractors, for work performed or materials purchased in connection with the design, construction, approval and installation constituting such Construction Work. The Lessee shall substantially complete the Construction Work no later than July 30, 2013.

All payments required of the Lessee by this Agreement shall be sent to the following address:

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

or made via the following wire transfer instructions:

Bank: TD Bank  
Bank ABA Number: 031201360  
Account Number: (Ex. 1)

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

13. The Lessee waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Lessee in respect of the premises 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 Agreement. The Lessee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of rents, fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

14. No failure by the Port Authority to insist upon the strict performance of any agreement, term, covenant or condition of this Lease or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of this Lease 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 Lease to be performed or complied with by the Lessee, 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 Lessee in performance of any agreement, term, covenant or condition of this Lease shall affect or alter this Lease 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.

15. The Lease, as herein amended, and any claim, dispute or controversy arising out of, under or related to the Lease, as herein amended, the relationship of the parties hereunder, and/or the interpretation and enforcement of the rights and obligation of the parties hereunder shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to choice of law principles.

16. Except as hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Lease shall be and remain in full force and effect.

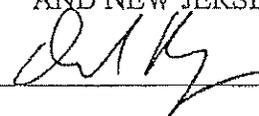
17. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for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

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

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

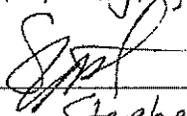
IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

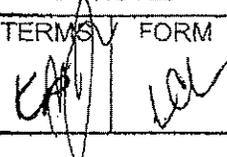
ATTEST:  
  
Secretary

THE PORT AUTHORITY OF NEW YORK  
AND NEW JERSEY  
By:   
David Kagan  
(Title) Assistant Director  
Business Properties/Airport Development



ATTEST:  
  
Asst Secretary  
Deborah Briones

PROLOGIS, L.P.  
By: Prologis, Inc, its general partner  
  
By: Stephen T. Lueck  
(Title) Senior Vice President  
(Corporate Seal)

APPROVED
TERMS FORM


## EXHIBIT C

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- Appendix B: Pre-Visit Questionnaire
- Appendix C: Preliminary Exit Interview Form
- Appendix D: Category II Screening Questionnaire

APPENDIX B

PRE-VISIT QUESTIONNAIRE

JOHN F. KENNEDY (JFK) INTERNATIONAL AIRPORT  
COMPREHENSIVE ENVIRONMENTAL COMPLIANCE AUDIT  
PRE-AUDIT QUESTIONNAIRE

(Tenant Name)

Due date for questionnaire submittal is \_\_\_\_\_

Forward completed questionnaire to:

Ms. Denise Branch  
Manager, Environmental Services  
Airport Facilities Division  
JFK International Airport  
Jamaica, New York 11430

### INSTRUCTIONS FOR COMPLETING QUESTIONNAIRE

This questionnaire must be completed by each tenant facility at JFK. The questionnaire contains 3 forms: Forms A, B and C (Form C has 14 attachments). The description of each form and attachment is as follows:

Form A	Basic Tenant Data
Form B	Facility Characterization and Activity Record
Form C	Misc. Facility Info/Attachment Directory
Attachment A-1	Petroleum/Hazardous Material Inventory
Attachment A-2	Hazardous Waste Inventory
Attachment B	Underground Storage Tanks/Containers and Distribution Systems
Attachment C	Aboveground Storage Tanks/Containers and Distribution Systems
Attachment D	Waste Treatment (Except Clarifiers)
Attachment E	Clarifiers
Attachment F	Medical Waste Inventory
Attachment G	Solid Waste Management
Attachment H	Pesticide Product Inventory
Attachment I	Spill Leakage Information Sheet
Attachment J	Stormwater/Wastewater Discharge & Monitoring
Attachment K	Right-to-Know/Training
Attachment L	PCBs
Attachment M	Air Emissions
Attachment N	OSHA Information

1. Complete Form A for your tenant facility, and be sure to identify all facility types that exist at the leasehold in Section IV (e.g. circle kitchen and warehouse if both facilities exist at the leasehold). Also indicate those subtenants at your leasehold.
2. For each facility at the leasehold, complete Form B and Form C. In addition, a separate Form B and Form C must be completed for each subtenant at your leasehold.
3. For each Form C, complete the appropriate attachments indicated for each question. Only complete the attachments that are applicable to your facility. As an example, if your facility generates hazardous waste, complete Attachment A-2. If you do not generate, store or dispose of medical wastes at your facility, you do not need to complete Attachment F.

Please note, only Port Authority Building Nos. 14 (Port Authority-occupied portion only), 145, 161, 254, and 269 need to complete Attachment N.

4. Please be sure to complete all applicable sections of this pre-audit questionnaire and submit the completed questionnaire before the submission deadline. This will assist the Airport Audit process and will provide more efficient use of time during the tenant facility interviews and inspections.

Basic Tenant Data  
Form A

Area: \_\_\_\_\_  
 Building No.: \_\_\_\_\_  
 Visit Date: \_\_\_\_\_  
 Interviewer: \_\_\_\_\_

I. BASIC TENANT INFORMATION	
Tenant: _____	Location: _____
Mailing Address: _____	_____
City, State, Zip: _____	Phone: _____

II. INTERVIEW/ CONTACT INFORMATION	
Scheduled On-Site Interview	
Date: _____	Time: _____
Primary Contact: _____	Person Interviewed: _____
Position/Title: _____	Position/Title: _____

III. TENANT STAFF INFORMATION			
A. Person with primary responsibility for environmental issues at JFK:			
Address: _____	Title: _____		
Phone: _____	_____		
Job Description: _____			
B. Other persons with responsibility for environmental issues (attach additional pages as required)			
Name	Title	Job Description	Address/Phone
_____	_____	_____	_____
_____	_____	_____	_____
C. Persons with responsibility for Health and Safety issues (attach additional pages as required)			
Name	Title	Job Description	Address/Phone
_____	_____	_____	_____
_____	_____	_____	_____

IV. GENERAL LEASE/ FACILITY INFORMATION (Circle all tenant facilities):					
AUF	Airport Utility Facility	KTC	Kitchen/Cafeteria	TDA	Tie-down Area
BKD	Bulk Fuel Distributor/Transfer	MED	Medical Facility	TER	Terminal
FDP	Fire Drill Pits	MTS	Maintenance Facility	TLB	Tollbooth
FFF	Firefighting Facility	OFC	Office Bldg.	TST	Testing Facilities
FLS	Fueling Station	PRK	Parking	WDA	Wash-down Area
FSF	Fuel Storage Facility	PPL	Pipeline		
GRD	Guardhouse	RMP	Ramps	WRH	Warehouse
HNG	Hangar	SEG	Stationary Electric Generator	WTF	Waste Treatment/ Disposal Facility
HOT	Hotel/Lodging	SIP	Surface Impoundment	OTH	Other: _____
IMF	Industrial/ Manufacturing				_____

V. LIST SUBTENANTS FOR EACH FACILITY CIRCLED ABOVE		
Facility	Subtenant Name	Address/Phone

**Facility Characterization and**

Area: \_\_\_\_\_

**Activity Record**

Building No.: \_\_\_\_\_

Form B - Use one form for each facility

Visit Date: \_\_\_\_\_

(i.e., warehouse, hangar, etc.)

Interviewer: \_\_\_\_\_

I. TENANT				
Tenant Name: _____				
Facility Name/Location: _____				
Building No.: _____				
Status:	Active/Inactive/Abandoned	Year Built:		Year Abandoned: _____
Construction:	Port Authority Construction?	Y	N	Year: _____
	Previous Tenant Construction?	Y	N	Year: _____
	Building Additions?	Y	N	Year: _____
	Major Changes in Physical Structure Since Construction?	Y	N	Year: _____
If yes, describe: _____				
Applicable Identification Numbers				
EPA ID No.: _____				
Bulk Storage Facility No.: _____				
Underground Storage Tank Facility No.: _____				
SIC Code: _____				

II. SUBTENANT(S)
List Subtenant Activities (complete Form B and Form C for each subtenant facility):

III. FACILITY CATEGORY (circle only one that best describes primary function)					
AUF	Airport Utility Facility	KTC	Kitchen/Cafeteria	TDA	Tie-down Area
BKD	Bulk Fuel Distributor/ Transfer	MED	Medical Facility	TER	Terminal
FDP	Fire Drill Pits	MTS	Maintenance Facility	TLB	Tollbooth
FFF	Firefighting Facility	OFC	Office Bldg.	TST	Testing Facilities
FLS	Fueling Station	PRK	Parking	WDA	Wash-down Area
FSF	Fuel Storage Facility	PPL	Pipeline	WRH	Warehouse
GRD	Guardhouse	RMP	Ramps	WTF	Waste Treatment/ Disposal Facility
HNG	Hangar	SEG	Stationary Electric Generator	OTH	Other: _____ _____
HOT	Hotel/Lodging	SIP	Surface Impoundment		
IMF	Industrial/ Manufacturing				

IV. CURRENT ROUTINE ACTIVITIES (circle ALL THAT APPLY)			
AF	Aircraft Fueling	AW Aircraft Washing	BM Building Cleaning/ Maintenance
AD	Aircraft Deicing	GM Ground Vehicle Maintenance	GT Ground Transportation
AL	Aircraft Lavatory	ER Equipment Repair/ Degreasing	GW Ground Vehicle Washing
AM	Aircraft Maintenance	ES Equipment Storage	MF Manufacturing
AP	Aircraft Painting/ Stripping	FD Food Handling	PA Pesticide Application
CH	Cargo Handling	FS Fuel Storage - ASTs - USTs	PT Plating/Electronics
GF	Ground Vehicle Fueling	GP Ground Vehicle Painting/Stripping	SS Stockpiling of Soil - Contam. or Non-contam.
CS	Chemical Storage	RF Mobile Refueler Trucks	OTH Other_____

For activities circled above (AF, AD, AL, AM, AP, AW, BM, CH, CS, ER, ES, FD, FS, GF, GM, GP, GT, GW, MF, PA, PT, RF and SS only), please answer questions in Section V.

Provide a list of non-routine activities, such as those accomplished under a capital construction program for which federal or state environmental permits were obtained, within the past two years.

Activity	Date

V. ACTIVITIES OPERATIONS AND MAINTENANCE DETAILS			
N/A	<b>AF Aircraft Fueling</b>		Performed by:
	Fuel	Annual Usage	Quantity (in gallons):
		Waste Fuel Disposal	Location:
	Hydrant Fueling	Number of Pits	Quantity:
		Pit Cleaning/ Inspection	Performed by:
	Refuelers	Number of Refuelers	Quantity:
		Parking	Location:
Maintenance		Location:	
N/A	<b>AD Aircraft Deicing</b>		Performed By:
			Location:
	Deicing	Fluid	Type:
		Storage	Location:
			Quantity:
		Amount Used/ Year	Quantity:
		Amount Used/ Event	Quantity:
	Vehicles	Parking	Location:
		Vehicle Cleaning	Location:
		Rinsate	Location:
Quantity:			
N/A	<b>AL Aircraft Lavatory</b>		Performed by:
	Lav Vehicles	Vehicles Operated	Quantity:
		Maintenance	Location:
	Lav Waste	Annual Quantity:	Quantity:
		Disposal	Location:

V. ACTIVITIES OPERATIONS AND MAINTENANCE DETAILS			
N/A	AM Aircraft Maintenance		Performed by:
			Type:
	Wastes	Generation	Waste Types:
			Quantity:
		Storage	Quantity:
	Disposal	Methods of Disposal:	
		Location:	
N/A	AP Aircraft Painting/ Stripping		Performed by:
	Aircraft	Painted Per Year	Quantity:
	Paint/Strip- ping Material	Materials Used	Description:
			Quantity:
	Waste Materials	Generated/Year	Quantity:
		Identity of Waste	Type:
		Disposal	Location:
			Method of disposal:
	Air Pollution Control	Type of Equipment	Description:
		Inspect/Cleaned	Frequency:
N/A	AW Aircraft Washing		Location:
			Performed by:
	Washwater	Generated/Event	Quantity:
		Generated/Year	Quantity:
		Disposal	Discharged to: (circle one) Storm drain/ Sanitary Sewer/ Other
	Clarifier, Sand,Oil or	Inspection/ Cleaning	Frequency:
	Grease Traps	Maintenance	Frequency:
	Sludge	Generated	Quantity:
		Disposal	Location:
			Methods of Disposal:

V. ACTIVITIES OPERATIONS AND MAINTENANCE DETAILS			
N/A	BM Building Maintenance		Which Buildings:
			Performed by:
			Specific Activities:
	Wastes	Generated/Year	Quantity:
		Identity of Waste	Type:
Disposal		Location:	
		Method of Disposal:	
N/A	CH Cargo Handling		Performed by:
	Equipment	Type	Description:
		Storage	Location:
		Maintenance	Location:
	Maintenance Waste	Disposal	Location:
		Method of Disposal:	
N/A	CS Chemical Storage		Performed by:
	Chemicals	Storage	Quantity:
			Types:
			Location:
			Methods of Storage:
N/A	ER Equipment Repair		Performed by:
	Equipment	Type (i.e. elec., hydraulic, mechanical, etc.)	Description:
	Wastes	Generated/Year	Quantity:
		Identity of Waste	Type:
		Disposal	Location:
		Method of Disposal:	
N/A	ES Equipment Storage		Location:
			Type (of equipment):

V. ACTIVITIES OPERATIONS AND MAINTENANCE DETAILS			
N/A	FD	Food Handling	Performed by:
	Food Waste	Generated/Year	Quantity:
		Identity of Waste	Type:
		Disposal	Location:
			Method of Disposal:
N/A	FS	Fuel Storage	Performed by:
	Fuel	Annual Transfer	Quantity:
	Condensate	Removal	Frequency:
		Annual Removal Per Tank	Quantity:
		Disposal	Location:
Method of Disposal:			
N/A	GM	Ground Vehicle Maintenance	Performed by:
	Vehicles	Type Maintained	Description:
	Wastes	Generation	Waste Types:
			Quantity:
		Storage	Quantity:
		Disposal	Methods of Disposal:
Location:			
N/A	GP	Ground Vehicle Painting/ Stripping	Performed by:
	Paint/Strip- ping Material	Materials Used	Description:
			Quantity:
	Wastes	Generated/Year	Quantity:
		Identity of Waste	Type:
		Disposal	Location:
			Method of disposal:
	Air Pollution Control	Type of Equipment	Description:
Inspect/Cleaned		Frequency:	

V. ACTIVITIES OPERATIONS AND MAINTENANCE DETAILS			
N/A	GF	Ground Vehicle Fueling	Location:
N/A	GT	Ground Transportation	Performed by:
	Transport Equipment	Type Used	Description:
		Storage:	Location:
N/A	GW	Ground Vehicle Washing	Location:
	Washwater	Generated/Event	Performed by:
		Generated/ Year	Quantity:
		Disposal	Quantity:
	Clarifier, Sand, Oil, or Grease Traps	Inspection	Discharged to (circle one): Storm drain/ Sanitary Sewer/ Other
		Maintenance	Frequency:
		Cleaning	Frequency:
	Sludge	Generated	Quantity:
		Disposal	Location:
			Methods of Disposal:
N/A	PA	Pesticide Application	Performed by:
	Pesticides	Materials Used	Description:
			Quantity:
			Location of Application:
	Waste Materials	Generated/Year	Quantity:
		Identity of Waste	Type:
		Disposal	Location:
			Method of disposal:
	Equipment	Cleaning	Location:
Method of Cleaning:			

V. ACTIVITIES OPERATIONS AND MAINTENANCE DETAILS			
N/A	PT Plating Electronics		Performed by:
	Equipment	Type Plated	Description:
	Solvent Dip Tanks	Number of Tanks	Quantity:
		Inspected	Frequency:
		Cleaned	Frequency:
	Waste	Generated/Year	Quantity:
		Identity of Waste	Type:
		Disposal	Location:
			Method of Disposal:
N/A	SS Soil Stockpiling		Location:
			Type (contaminated/non-contaminated):
			Quantity:
	Soil	Origin	Description:
N/A	O Other		Performed by:
	Equipment	Type	Description:
	Waste	Generated/Year	Quantity:
		Identity of Waste	Type:
		Disposal	Location:
			Method of Disposal:

VI. NUMBER OF UNDERGROUND STORAGE TANKS	
Materials: _____	Wastes: _____

VII. MATERIALS/ SUBSTANCES USED (circle all that apply)			
SO Solvents	GL Glycols	GS Gasoline	
DF Diesel Fuel	JF Jet Fuel	OL Oils	
AC Acids	IC Industrial Cleaning Agents/Soaps	BA Bases	
HP Herbicides/Pesticides	NA Not Applicable	OT Other:	_____

VIII. PERMIT INFORMATION (circle all that apply)			
AR Air Quality	# _____	IW Industrial Wastes	# _____
BS Building/Structure	# _____	HW Hazardous Waste	# _____
FD Fire Department	# _____	WQ Water Quality Certification	# _____
EP EPA	# _____	WW Waste Water	# _____
DW Dewatering	# _____	PT Petroleum	# _____
CS Coastal	# _____	SW Stormwater	# _____
OT Other:	# _____	WT Wetlands	# _____
<p>Attach a copy of each permit held.</p> <p>List all permits applied for <u>but not yet received</u>:</p>			

**IX. BACKGROUND INFORMATION**

A. Have any of the following studies/investigations been performed on your leasehold within the past three years?

1. Environmental Site Assessments/Closure Reports	Y	N	Unknown
2. Geotechnical Studies	Y	N	U
3. Environmental Investigation Studies	Y	N	U
4. Environmental Remediation Reports	Y	N	U

B. Provide a list of the titles and locations of all/studies/investigations performed - attach additional sheets as required.

Title	Location

C. Does the facility have the following plans available:

	Y	N	U	Location of Plan
1. Contingency or Business Plan	Y	N	U	
2. Safety Operations Manual	Y	N	U	
3. Spill Prevention Control and Countermeasure Plan	Y	N	U	
4. Emergency Action Plan <i>(Attach copy of Emergency Action Plan for spills)</i>	Y	N	U	
5. SARA Title III, Form R	Y	N	U	

D. Has the facility received any notice of violation over the past two years? Y N U

Please list the nature of each violation and the efforts made to correct each violation - attach additional sheets as required.

Nature of Violation	Corrective Measures

E. Provide a facility site map showing locations of the following:

- |                                       |                                 |                             |
|---------------------------------------|---------------------------------|-----------------------------|
| Storm Drain System                    | Sanitary Sewer System           | Clarifiers                  |
| HVAC System                           | Fuel Storage/Distribution Lines | Wetlands Locations          |
| ASTs and USTs                         | Hazardous Waste Storage Areas   | Fueling Areas/Hydrant Pits  |
| Monitor Wells                         | Soil Borings                    | PCB-containing Transformers |
| Wastewater Treatment Equipment        |                                 |                             |
| Herbicide/Pesticide Application Areas |                                 |                             |

X. WETLANDS			
Are there any delineated wetlands on your leasehold?	Y	N	U
Does facility have a wetlands delineation report?	Y	N	U
Location for review:			

XI. MISCELLANEOUS		
Have any rare or endangered species been sighted in vicinity of the facility in the past 3 years?	Y	N U
Provide a list of sightings:		
Species	Location Sighted	Approximate Date
Are there any known historic or cultural resources in the vicinity of or associated with the facility?		
Y	N	U
Provide a list of resources:		
Resource Type	Location	

Area: \_\_\_\_\_  
Building No.: \_\_\_\_\_  
Visit Date: \_\_\_\_\_  
Interviewer: \_\_\_\_\_

ATTACHMENT B  
UNDERGROUND STORAGE TANKS/CONTAINERS AND DISTRIBUTION SYSTEMS  
(one attachment per tank or group of tanks)

Type: Material _____ Waste _____ Contents: _____	
JFK UST Tank No.: _____	
NYSDEC Tank Registration No.: _____	
1.	Tank location (plot location on map): _____ _____
Tank configuration (include piping): _____	
2.	Was tank installed before December 22, 1988? Yes _____ No _____ Date of installation: _____
3.	Tank Status: Active _____ Inactive _____ If inactive, has tank been emptied of product?                    Y        N        U
4.	Capacity: _____ Throughput (quantity of material filled and dispensed per year): _____
5.	Construction (metal, fiberglass, double-walled, etc.): _____
6.	Backfill material, any construction specs? _____
7.	Depth of installation: _____
8.	Has tank integrity testing been performed? _____ Date of most recent test: _____ Results of most recent test: _____
9.	Has any pipe integrity testing been performed? _____ Date of most recent test: _____ Results of most recent test: _____
10.	Has secondary containment been installed? _____ Describe _____
11.	Date of last tank inspection/testing: _____

Area: \_\_\_\_\_

Building No.: \_\_\_\_\_

Visit Date: \_\_\_\_\_

Interviewer: \_\_\_\_\_

**ATTACHMENT B**  
**UNDERGROUND STORAGE TANKS/CONTAINERS AND DISTRIBUTION SYSTEMS**  
(one attachment per tank or group of tanks)

12. Describe tank spill/overflow devices: _____
13. Describe tank leak detection system: _____
14. Does tank have corrosion protection? _____ Describe _____
15. Type of tank venting system or vapor-capture provisions: _____
16. Type of piping/distribution system related to the tank: _____
17. Pipe material (PVC, ductile iron, double wall, etc.): _____
18. Is any piping containment system present? _____ Type: _____
19. Does piping have corrosion protection? _____ Type: _____
20. Does piping have leak detection? _____ Type: _____
21. Type of tank metering/inventory control procedures: _____
22. Type of fill/dispensing spill containment: _____
23. Explain in detail any leakage, spills, violations which have occurred during the life of the tanks: _____
24. Explain in detail the clean-up measures taken: _____
25. Was a clean-up report prepared (provide a copy): _____







Misc. Facility Info/Attachment Directory  
Form C

Area: \_\_\_\_\_

Building No.: \_\_\_\_\_

Visit Date: \_\_\_\_\_

Interviewer: \_\_\_\_\_

1. LIST OF ATTACHMENTS (circle all attachments that apply)	GO TO
1. If petroleum/hazardous materials are used	A-1
2. If petroleum/hazardous materials stored/transferred on site:	
a. underground tanks/distribution system	B
b. aboveground storage tanks/distribution	C
3. If facility activities generate petroleum/hazardous wastes	A-2
4. If facility activities store/transfer petroleum/hazardous materials	
a. underground tanks/distribution system	B
b. aboveground storage tanks/distribution system	C
5. If facility activities dispose of petroleum/hazardous wastes	
Check	
( ) waste treatment, except clarifiers	D
( ) clarifiers	E
6. If facility activities generate, store, or dispose of medical waste	F
7. If facility activities generate, store, or dispose of solid waste	G
8. If facility uses pesticides or herbicides	H
9. Were there any spills or leaks at this facility in the past 3 years?	I
10. If facility has wastewater discharges, including stormwater to surface or groundwater.	J
11. If facility has Right-to-Know/Haz-Mat training program	K
12. If facility has/had Asbestos- or PCB-containing materials on-site	L
13. If facility has air emissions (including fuel dispensing sites, liquid petroleum storage, and boilers)	M
14. Port Authority Buildings 14, 145, 161, 254 and 269 (Health & Safety)	N



Area: \_\_\_\_\_  
Building No.: \_\_\_\_\_  
Visit Date: \_\_\_\_\_  
Interviewer: \_\_\_\_\_

ATTACHMENT C  
ABOVEGROUND STORAGE TANKS/CONTAINERS AND DISTRIBUTION SYSTEMS  
(one sheet per tank or container)

Type: Material _____ Waste _____ Contents: _____	
JFK AST Tank No.: _____	
NYSDEC Registration Number: _____	
1.	Number of tanks/containers (include compressed gas cylinders): _____
2.	Is there a containment system or berm around the tank? Y N U Type of containment and capacity (i.e., concrete, berm, soil): _____
3.	What is the total petroleum storage capacity on-site? _____ Is the facility licensed as a Major Onshore Storage Facility? Y N U
4.	Location of any spill response plans: _____
5.	Tank/container capacity: _____
6.	Tank/container type (i.e., metal, plastic): _____
7.	Average tank level; % of capacity: _____
8.	Throughput (quantity filled and dispensed per year): _____
9.	Duration of storage: _____
10.	Location of tanks/surface containers: _____ _____
11.	Location plan available: _____
12.	List any permits obtained or notifications to state/local agencies: _____ _____ _____
13.	Explain monitoring procedures in detail: _____ _____ _____ _____
12.	Was a monitoring report prepared? (provide a copy) _____

Area: \_\_\_\_\_  
Building No.: \_\_\_\_\_  
Visit Date: \_\_\_\_\_  
Interviewer: \_\_\_\_\_

ATTACHMENT C  
ABOVEGROUND STORAGE TANKS/CONTAINERS AND DISTRIBUTION SYSTEMS

13.	Explain in detail record keeping procedures: _____ _____ _____
14.	Explain in detail any leakage, spills, violation which have occurred during the life of the tanks, including any spill numbers issued: _____ _____ _____
15.	Explain in detail the clean-up measures taken: _____ _____ _____
16.	Was a clean-up report prepared? (provide a copy) _____
17.	Is a distribution/piping system present? _____
18.	Type of piping system related to the tank (e.g. gravity feed, pressurized, etc.): _____ _____ _____
19.	Type of piping corrosion protection: _____
20.	Type of piping secondary containment: _____
21.	Type of fill/dispensing area secondary containment: _____
22.	Describe any past tank/pipe system testings: _____ _____ _____
23.	Results of past tank testings: _____
24.	Describe current testing program: _____ _____ _____

Area: \_\_\_\_\_

Building No.: \_\_\_\_\_

Visit Date: \_\_\_\_\_

Interviewer: \_\_\_\_\_

ATTACHMENT C  
ABOVEGROUND STORAGE TANKS/CONTAINERS AND DISTRIBUTION SYSTEMS

25. Describe tank/container venting system, including provision for vapor capture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

26. Type of overfill and leak prevention equipment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

27. Type of corrosion protection: \_\_\_\_\_

28. Type of equipment requiring maintenance, activity, date maintenance performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

29. Equipment inspected, date performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

30. Equipment problems and dates (if any)/corrective actions and dates (if any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Area: \_\_\_\_\_

Building No.: \_\_\_\_\_

Visit Date: \_\_\_\_\_

Interviewer: \_\_\_\_\_

ATTACHMENT D  
WASTE TREATMENT (EXCEPT CLARIFIERS)  
(one sheet per treatment)

1.	Industrial processes generating waste: _____
2.	Waste type: _____
3.	Waste parameters and concentration: _____
4.	Treatment method(s) (i.e. neutralization, etc., explain in detail): _____
5.	Treatment location: _____
6.	Describe type of unit in which treatment is performed (i.e., tank, container): _____
7.	Design parameters of unit (size, throughput, retention time, other design parameters, e.g. temperature, pressure): _____
8.	Personnel (job title) responsible for operation of the waste treatment system: _____
9.	Pretreatment procedures (if any): _____
10.	Permit(s) obtained - numbers(s) and date(s): _____
11.	Explain monitoring procedures: _____

Area: \_\_\_\_\_

Building No.: \_\_\_\_\_

Visit Date: \_\_\_\_\_

Interviewer: \_\_\_\_\_

ATTACHMENT D  
WASTE TREATMENT (EXCEPT CLARIFIERS)  
(one sheet per treatment)

12. Explain recordkeeping procedures and results:	<hr/> <hr/> <hr/>
13. Design discharge concentrations and flow rates:	<hr/> <hr/>
14. Location of O&M manuals (if available):	<hr/> <hr/>
15. Equipment inspection(s) and date(s) performed:	<hr/> <hr/> <hr/>
16. How and where are sludge/residual waste materials disposed?	<hr/> <hr/> <hr/>
17. Describe any violations or problems and corrective actions:	<hr/> <hr/> <hr/> <hr/>

Area: \_\_\_\_\_

Building No.: \_\_\_\_\_

Visit Date: \_\_\_\_\_

Interviewer: \_\_\_\_\_

ATTACHMENT E  
CLARIFIERS

1. How many clarifiers (settling basins, grease traps, oil-water separators) are present at the facility? _____				
2. Type of clarifier, and usage including capacity, retention time, and throughput: _____ _____				
3. List any permits obtained and dates: _____ _____				
4. Identify primary system discharge to: a. sewer b. storm drain				
5. Describe conditions for system diversion: _____ _____				
6. Waste effluent:	Type	Ambient Concentration	Permitted Concentration	Discharge Monitoring Flowrate Procedures
_____	_____	_____	_____	_____
7. Was a monitoring report prepared (provide a copy)? _____				
8. Explain in detail the monitoring and record keeping procedures: _____ _____				
9. Describe equipment inspection(s), including dates and frequency: _____ _____				
10. Describe any violations and/or corrective actions, including dates: _____ _____				
11. List how and where sludge/oil is disposed of and approximate annual quantity disposed:				
Type of Material	How disposed?	Where disposed?	Annual Quantity	
_____	_____	_____	_____	
_____	_____	_____	_____	

Area: \_\_\_\_\_  
Building No.: \_\_\_\_\_  
Visit Date: \_\_\_\_\_  
Interviewer: \_\_\_\_\_

ATTACHMENT E  
CLARIFIERS

12. Is recovered oil reused? How and in what quantity? _____ _____	
13. Is any recovered oil burned onsite?      Y   N   U      In what unit? _____	
14. Is sludge disposed of as hazardous or non-hazardous waste?      Haz.      Non-haz.	
15. Disposition of sludge and quantity disposed: _____	
16. Location of hazardous waste manifests for review: _____	
17. Location of O&M manual(s): _____	
18. Equipment inspection(s) and date(s) performed: _____ _____ _____	
19. How and where are sludge/residual waste materials disposed? _____ _____ _____	
20. Describe any violations or problems and corrective actions: _____ _____ _____	







Area: \_\_\_\_\_  
Building No.: \_\_\_\_\_  
Visit Date: \_\_\_\_\_  
Interviewer: \_\_\_\_\_

ATTACHMENT G  
SOLID WASTE MANAGEMENT

8. What quantity of used oil is transported off-site annually? _____		
9. Who transports used oil off-site? _____		
10. How is the used oil disposed? _____		
Provide list of wastes that are recycled, the annual quantities recycled, and names of recycling services currently employed:		
<u>Waste</u>	<u>Annual Quantity</u>	<u>Recycling company</u>









Area: \_\_\_\_\_  
 Building No.: \_\_\_\_\_  
 Visit Date: \_\_\_\_\_  
 Interviewer: \_\_\_\_\_

ATTACHMENT J  
 STORMWATER/WASTEWATER DISCHARGE & MONITORING

1.	Type of discharges to surface water or groundwater:	Wastewater	Stormwater Other
2.	Attach copy of SPDES permit(s) issued to facility.		
3.	Type of material discharged:		
_____			
4.	Discharge flowrate and annual quantity discharged:		
_____			
5.	Environmental control equipment used:		
_____			
6.	Outfall/discharge location:		
_____			
7.	Location of SWPP Plan:		
_____			
8.	Provide a list of available discharge monitoring reports from the past five years including the location for review (attach additional sheets as required).		
	<u>Report Title</u>	<u>Report Date</u>	<u>Location for Review</u>
_____			
_____			
_____			
_____			
_____			
_____			
_____			
_____			
_____			
_____			

Building No.: \_\_\_\_\_

Visit Date: \_\_\_\_\_

Interviewer: \_\_\_\_\_

ATTACHMENT K  
RIGHT-TO-KNOW/TRAINING

1. Provide copies of Worker Right-to-Know training records for facility including a list of attendees for past 2 years (attach additional sheets as required).		
<u>Date of Training</u>	<u>Attendees</u>	
_____	_____	
_____	_____	
_____	_____	
2. Provide a list of Community Right-to-Know documentation for facility and location for review (attach additional sheets as required)		
<u>Document</u>	<u>Location</u>	
_____	_____	
_____	_____	
_____	_____	
3. Provide copies of Haz-Mat response training records for facility including a list of attendees for past 2 years (attach additional sheets as required).		
<u>Date of Training</u>	<u>Attendees</u>	
_____	_____	
_____	_____	
_____	_____	
4. Are there any other training programs conducted (i.e., Emergency Response [SPCC or Contingency Plan] Stormwater [SWPP Plan], Confined Space Entry)? List training courses and attendees:		
<u>Training Course</u>	<u>Date</u>	<u>Attendees</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Area: \_\_\_\_\_  
Building No.: \_\_\_\_\_  
Visit Date: \_\_\_\_\_  
Interviewer: \_\_\_\_\_

ATTACHMENT L  
PCBs

1. Provide an inventory of existing PCB-containing electrical devices at facility.			
Device	Type	Location	
Provide a list of records of PCB-containing electrical device removals.			
Device	Removal Date	New York Hazardous Waste Code	Disposal Records (Manifest) Location

Area: \_\_\_\_\_  
 Building No.: \_\_\_\_\_  
 Visit Date: \_\_\_\_\_  
 Interviewer: \_\_\_\_\_

ATTACHMENT M  
 AIR EMISSIONS

1. Has a facility-wide air emissions inventory been completed for the facility? \_\_\_\_\_  
 If yes, indicate location of inventory results:  
 \_\_\_\_\_

2. Has Fuel/Use Industrial Process Emissions Statement ever been prepared and submitted to the NYSDEC for the facility? \_\_\_\_\_  
 If yes, indicate the location of these records:  
 \_\_\_\_\_

3. List any hazardous air pollutants emitted from the facility:  
 \_\_\_\_\_  
 \_\_\_\_\_

4. Fuel Dispensing Sites: \_\_\_\_\_ Circle N/A if not applicable  
 Fuel storage capacity per tank (from Attachment B): \_\_\_\_\_  
 Annual throughput: \_\_\_\_\_  
 Location of fuel composition records:  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Petroleum Liquid Facilities: \_\_\_\_\_ Circle N/A if not applicable  
 Describe roof type on bulk storage tanks:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Annual facility throughput: \_\_\_\_\_

6. Facility Boilers: \_\_\_\_\_ Circle N/A if not applicable

Boiler Size	Max Operating Fuel Heat Input	Year of Boiler Manufacture	Permit No.	Type of Emission Control

Area: \_\_\_\_\_  
 Building No.: \_\_\_\_\_  
 Visit Date: \_\_\_\_\_  
 Interviewer: \_\_\_\_\_

ATTACHMENT N  
 OSHA INFORMATION  
 PA FACILITIES (BUILDING NOS 14, 145, 161, 254 and 269)

**1. Relevant Documents and Recordkeeping:**

Are the following records/plans available at the facility:

■ Written Hazard Communication Program	Y	N	U
■ Material Safety Data Sheets (MSDS) for all hazardous materials	Y	N	U
■ Confined Space Entry Program permits	Y	N	U
■ Employee Emergency Action Plan	Y	N	U
■ Evacuation Plan	Y	N	U
■ Fire Prevention Plan	Y	N	U
■ Noise Measurement Documentation	Y	N	U
■ Hearing Conservation Program	Y	N	U
■ Risk Management Plan	Y	N	U
■ Employee Safety and Training Materials	Y	N	U
■ Blood-Borne Pathogens Control Plan	Y	N	U

Identify location of all relevant employee exposure and medical records:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**2. List and describe all indoor air quality investigations conducted at the facility during the past three years:**

\_\_\_\_\_  
 \_\_\_\_\_

**3. List all accessible personnel protective equipment (PPE) at the facility:**

\_\_\_\_\_  
 \_\_\_\_\_

**4. Describe any activities during which PPE is used:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Area: \_\_\_\_\_  
 Building No.: \_\_\_\_\_  
 Visit Date: \_\_\_\_\_  
 Interviewer: \_\_\_\_\_

ATTACHMENT N  
 OSHA INFORMATION  
 PA FACILITIES (BUILDING NOS 14, 145, 161, 254 and 269)

5. Describe any activities in which OSHA-regulated materials are handled:				
_____				
_____				
6. Provide an inventory of asbestos-containing materials (ACMs) at facility.				
<u>Material</u>	<u>Type</u>	<u>% Asbestos</u>	<u>Quantity ACMs Generated</u>	<u>Location of ACMs</u>
Provide a list of records of ACM removal and/or abatement activities at facility.				
<u>Material Type</u>	<u>Location</u>	<u>Process Date</u>	<u>Removal Contractor</u>	<u>Loc. Records</u>

APPENDIX C

PRELIMINARY EXIT INTERVIEW FORM



APPENDIX D

CATEGORY II SCREENING QUESTIONNAIRE

Comprehensive Environmental Compliance Audit  
Tenant Screening Questionnaire  
Revised 5/15/96

**I. General Information**

Tenant: \_\_\_\_\_ Tenant Phone No.: \_\_\_\_\_  
JFK Location: \_\_\_\_\_ Contact Date: \_\_\_\_\_  
Tenant Contact: \_\_\_\_\_ Interviewer: \_\_\_\_\_  
General Description of Activities Conducted at JFK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**II. Specific Questions**

1) Do you maintain an office, storage area, customer service counter or other facility within JFK?  
Yes \_\_\_ No \_\_\_

2) Are you a subtenant at JFK Yes \_\_\_ No \_\_\_

3) If yes to question # 2, provide the name of your lease holder : \_\_\_\_\_

4) Do any onsite activities include the handling, use, storage or transportation of hazardous materials? Yes \_\_\_ No \_\_\_

5) Do any onsite activities include the handling, use, storage or transportation of petroleum products? Yes \_\_\_ No \_\_\_

6) Do any onsite activities result in the generation of hazardous waste; waste oils, wastewaters or other other wastes excluding municipal waste? Yes \_\_\_ No \_\_\_

7) Do you have a subcontractor(s) provide any on-site services and for what services? Yes \_\_\_ No \_\_\_

8) If yes to question # 7, provide the name(s) of the subcontractors: \_\_\_\_\_

9) Are all onsite activities limited to the inside of a building? Yes \_\_\_ No \_\_\_

**III. Tenant Category Selection**

Category 1, Tenant will require an audit

Category 3, Tenant will not require an audit

Requires additional information to make category selection

Other Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Port Authority

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

On the 31<sup>st</sup> day of MAY in the year 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared DAVID KAGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Gail E. Mitchell*  
\_\_\_\_\_  
(notarial seal and stamp)

GAIL E. MITCHELL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01M16026210  
Qualified in Queens County  
My Commission Expires June 14, 2015

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN FRANCISCO )

On the 17<sup>th</sup> day of APRIL in the year 2012 before me, the undersigned, a Notary Public in and for said state, personally appeared STEVE LEUCK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*[Signature]*  
\_\_\_\_\_  
(notarial seal and stamp)

