

Torres-Rojas, Genara

From: Bianca Del Puglia [<mailto:Bianca.p@bagport.us>]
Sent: Tuesday, May 26, 2015 11:13 AM
To: Olivencia, Mildred
Subject: FOIA Request for JFK, Newark, and LaGuardia

Good Morning Ms. Olicencia,

My name is Bianca Del Puglia. I am the Directors Assistant for bagport America LLC. I spoke today on the phone with Gail Ward and was instructed to contact you by email for the following. Please accept this email as bagport request under FOIA the following information from the JFK, LaGuardia and Newark airports as attached:

- Most current Luggage Cart Concession Agreement,
- Last submitted proposals from winning and prospective concessionaires
- Last submitted financial offers and breakdown from winning and prospective concessionaires
- all current agreement addendums,
- all extension agreements
- Three year history of Monthly revenue reports by CMU location and or terminal.
- Number of carts supplied for this location
- Number of vending units at this location
- Number of return only units at this location
- Cart price history and dates of any increases
- FIS – is there a pay for cart policy?
- FIS – If above is true; please provide 3 year history for this area by CMU and location.
- What is the airports Bid opportunity publishing procedures? Where are these opportunities published?

We thank you for your prompt assistance, I have attached a formal request to this email . Please remit information via email: bianca.p@bagport.us our address and additional contact information is located at the bottom of this email as well. Thank you again for your help.

Best Regards

Bianca Del Puglia
Assistant to Director

bagport America LLC
2810 Grand Avenue
Baldwin, N.Y, 11510
Office: +1-718-673-7769
mailto: Bianca.d@bagport.us
www.bagport.us

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

June 23, 2015

Ms. Bianca Del Puglia
Bagport America LLC
2810 Grand Avenue
Baldwin, NY 11510

Re: Freedom of Information Reference No. 16043

Dear Ms. Del Puglia:

This is in response to your May 26, 2015 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for copies the following records: the most current luggage cart concession agreement, last submitted proposals from winning and prospective concessionaires, last submitted financial offers and breakdown from winning and prospective concessionaires, all current agreement addendums, all extension agreements, three year history of monthly revenues reports by CMU locations and or terminal, number of carts supplied for this location, number of vending units at this location, number of return only units at this location, cart price history and dates of any increases, FIS-is there a pay for cart policy? FIS-if above is true; please provide 3 year history for this area by CMU and location, what is the airports bid opportunity publishing procedures? Where are these opportunities published?

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/16043-LPA.pdf>. Paper copies of the available records are available upon request.

Pursuant to the Code, certain portions of the material responsive to your request are exempt from disclosure as, among other classifications, personal privacy.

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

Very truly yours,



Danny Ng
FOI Administrator

Enclosure

*4 World Trade Center, 18th Floor
150 Greenwich Street
New York, NY 10007
T: 212 435 7348 F: 212 435 7555*

: For Port Authority Use Only :

: Permit Number: AGA-956 :

**LAGUARDIA AIRPORT
PRIVILEGE PERMIT**

The Port Authority of New York and New Jersey (the "Port Authority") hereby grants to the Permittee named below the described non-exclusive privilege at LaGuardia Airport, in the Borough of Queens, County of Queens, City and State of New York (the "Facility"), 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:** Smarte Carte, Inc., a(n) corporation of the state of Minnesota
2. **PERMITTEE'S ADDRESS:** 4455 White Bear Parkway
St. Paul, MN 55110
3. **PERMITTEE'S REPRESENTATIVE:** Edward Rudis
4. **PRIVILEGE:** As set forth in Special Endorsement Number 1.
5. **FEES:** As set forth in Special Endorsement Number 3.
6. **EFFECTIVE DATE:** October 1, 2011
7. **EXPIRATION DATE:** September 30, 2016, unless sooner revoked or terminated as herein provided, and subject to the Extension Option in Special Endorsement 2.
8. **REQUIRED SECURITY DEPOSIT:** As set forth in the Security Agreement (numbered AX-762), as amended, between the Port Authority and Permittee.
9. **INSURANCE REQUIREMENTS:** \$2,000,000.00 minimum limit Commercial General Liability
\$2,000,000.00 minimum limit Automobile Liability
10. **ENDORSEMENTS:** Special Endorsements, Schedule G, and Schedule A.

Dated: As of October 1, 2011

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

By _____

Name _____

(Please Print Clearly)

(Title) _____

SMARTE CARTE, INC., Permittee

By _____

Name _____

(Please Print Clearly)

(Title) President

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

RR

TERMS AND CONDITIONS

1. The permission hereby granted shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition thereof, it may be revoked without cause, upon thirty (30) days' written notice, by the Port Authority or terminated without cause, upon thirty (30) days' written notice by the Permittee; provided, however, that it may be revoked 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. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the cleaning, repair and restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it cleaned, repaired or restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), and repairing the space and putting the space in order (such as but not limited to cleaning, repairing and restoring the same). Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. As used in this Permit:

(a) The term "Airport" shall mean LaGuardia Airport, consisting of certain premises identified as "LaGuardia Airport" on Sheet LGA-1 of Exhibit A, and more particularly described in Exhibit B, annexed to the City Lease, and such other property as may be acquired in connection with and added to such premises pursuant to the terms of the City Lease.

(b) The term "City" shall mean the City of New York.

(c) The term "City Lease" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 and recorded in the office of the City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same may have been or may be amended or supplemented.

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

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

3. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees;

(b) if the Permittee is an unincorporated association, or a business trust, by the Permittee acting only through the medium of its members, trustees, officers and employees;

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

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees; or

(e) if the Permittee is a limited liability company, by the Permittee acting only through the medium of its members, managers and employees,

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

4. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created, notwithstanding the fact that all or a portion of the fees to be paid hereunder may be determined by gross receipts from the operations of the Permittee hereunder.

5. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and, upon the request of the Port Authority, the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the prior written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee as to the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

6. (a) In the use of the roads, hallways, stairs and other areas constituting a means of ingress to and egress from the space at or on which the Machines are located, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the rules and regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

(b) The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly

appearance of the Facility, including any space covered by this Permit, or for the safe and efficient operation of the Facility. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

(c) Unless otherwise expressly provided, the Permittee, its employees, invitees and those doing business with it shall have no right hereunder to park vehicles within the Facility.

7. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee hereunder, or out of any of the acts or omissions of the Permittee, its officers, employees, agents or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers, employees or agents at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(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), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

8. The Permittee shall promptly repair or replace all property of the Port Authority damaged by the operations of the Permittee hereunder. The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs to any property of the Port Authority except with its prior written approval.

9. (a) All Machines covered by this Permit and other property of the Permittee placed on or kept at the Facility shall remain the property of the Permittee and must be removed on or before the expiration of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

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

10. The Permittee represents that it is the owner of or fully authorized to use and/or sell any and all services, processes, machines, articles, marks, names or slogans used and/or sold by it in its operations under or in any wise connected with this Permit. Without in any way limiting its obligations under Section 7 hereof, the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives

of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any way connected with this Permit.

11. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Machines and equipment of the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any Machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any Machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the Machine from service, and provide a satisfactory substitute.

12. 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 any things done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. (a) The basic fee, if any, or the part thereof which may be prorated as hereinafter provided, shall be due and payable in advance on the effective date hereof and on the first day of each and every month thereafter. The percentage fee, if any, or if that percentage fee is additional to a basic fee, the portion thereof prorated as hereinafter provided, and any fees or part thereof mentioned on the first page of this Permit to be measured by the number of items and/or units of service dispensed by a Machine, shall be due and payable monthly on the tenth day of the month following the calendar month in which the effective date hereof falls, and on the tenth day of each month thereafter and shall be based on the Permittee's gross receipts, sales made and services rendered in the preceding calendar month; provided, however, that if the permission granted hereby shall expire or be revoked effective on a date other than the last day of a month, the percentage fee or prorated part thereof, or the fee or part thereof measured by the number of items or units of service, shall be due and payable within ten days after such date. If the permission granted by this Permit commences on a date other than the first day of a month, or if the said permission expires or is revoked effective on a date other than the last day of a month, the fees due for the period of time during which the said permission shall have been in effect shall be the fees specified on the first page of this Permit, prorated however in the case of a basic fee or in the case of a basic fee and percentage fee, in the same proportion that the number of days the permission is in effect bears to thirty days, as follows: the portion of the basic fee due shall be computed by prorating the monthly basic fee on the above basis; the amount of the percentage fee shall be equivalent to the excess over the prorated basic fee of the percentage applied to the gross receipts arising in such portion of the month. There shall be no proration of other fees. The computation of fees for each month, or for a portion of a month as provided above, shall be individual to such month or such portion of a month, and without relation to any other month or any other portion of a month.

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

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

or made via the following wire transfer instructions (for basic fees): Bank: TD Bank; Bank ABA Number: 031201360; Account Number: ; or made via the following wire transfer

instructions (for percentage fees): Bank: TD Bank; Bank ABA Number: 031201360; Account Number: _____ or to such other address as may hereafter be substituted therefor by the Port Authority from time to time, by notice to the Permittee.

~~(c) The term "gross receipts" shall include all monies paid or payable to the Permittee for sales made and for services rendered at or from the Facility pursuant to the permission granted hereby; provided, however, that if the fees or any part thereof mentioned on the first page of this Permit are measured in whole or in part by the Permittee's gross receipts and by the number of items and/or units of service dispensed by a Machine the monies paid or payable to the Permittee by customers for said items and/or units of service shall be excluded from "gross receipts" and provided, further, however, that any taxes imposed by law which are separately stated to and paid by the customer and directly payable to the taxing authority by the Permittee shall be excluded therefrom.~~

(d) The Permittee acknowledges and agrees that it shall maintain separate and distinct gross receipts records of all sales made from each Machine installed and operated by the Permittee at each location designated by the Port Authority. The Port Authority may request at any time and from time to time a sworn statement of gross receipts, which shall separately state the various types and amounts of gross receipts derived from sales made at or from each Machine and location and shall deliver such statement to the Port Authority within thirty (30) days upon receipt of such notice. The Permittee further acknowledges and agrees that the Port Authority reserves the right to implement an inventory tracking system of vending machines at the Facility and should the Port Authority so implement such an inventory tracking system, the Permittee agrees to cooperate fully with the Port Authority by promptly providing the Port Authority with all information it shall request.

14. 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 (.8%) of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of 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 (i) any rights of the Port Authority under this Permit including, without limitation, the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) 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. A bill or statement may be rendered or any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given if

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

16. (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, 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 limits as set forth in Item 9 of the Cover page to this Permit.

(b) In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit.

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

(d) All insurance coverages and policies required hereunder may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-listed 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.

(e) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(f) 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 thirty (30) 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.

(g) 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.

17. (a) If the fee or fees mentioned on the first page of this Permit are measured in whole or in part by the Permittee's gross receipts or by the number of items or units of service dispensed by a Machine, the Permittee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(ii) not divert or cause or allow to be diverted, any business from the Facility;

(iii) maintain in accordance with accepted accounting practice during the effective period of this Permit and for one year after the expiration or earlier revocation thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all sales of merchandise and charges for services made through the Machines and all transactions at, through or in any way connected with the Facility, which records and books of account shall be kept at all times within the Port of New York District;

(iv) permit in ordinary business hours during the effective period of this Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision, the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account;

(v) permit the inspection by the officers, employees and representatives of the Port Authority of any equipment or devices used by the Permittee, including but not limited to coin receptacles and counting or metering devices attached to the Machines;

(vi) furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder, and if the fees or any part thereof mentioned on the first page of this Permit

are based in whole or in part on the number of items or units or service dispensed by a Machine, a sworn statement showing the number of such items and/or units of service dispensed during the preceding month. When gross receipts exceed \$8,000 monthly the statements shall be certified at the Permittee's expense, by a certified public accountant; and

(vii) install and use such equipment or devices for recording sales made and services rendered as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts and sales made and services rendered.

(b) In the event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to 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 hereunder. 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.

18. Collections shall be made from the Machines in the manner and at the times specified by the Port Authority. The Port Authority shall have the right at any time and from time to time to prohibit the Permittee from making any collection from any Machines except in the presence of a representative of the Comptroller's Department of the Port Authority.

19. (a) Machines shall dispense only such merchandise and render only such services as are approved in writing by the Port Authority. Specification of merchandise and/or services in Item 4 on the first page hereof shall be an approval hereunder and all approvals hereunder shall be subject to the terms of Section 29 hereof.

(b) The Permittee agrees that prior to the installation of any Machines it shall obtain the written approval of the Port Authority as to the design and type thereof as well as the method and manner of installation and the Permittee shall comply with any requirements, procedures or standards established by the Port Authority for the installation of the Machine and for the removal and relocation thereof. The Port Authority shall designate in writing the number of Machines to be installed, maintained and serviced under this Permit and it may in its discretion, from time to time, consent to the inclusion under this Permit of an additional Machine or Machines, such additional Machine or Machines to dispense such items only and render such services only as may be approved in writing by the Port Authority. The location of each Machine covered by this Permit is to be only that designated in writing by the Port Authority. The Port Authority shall have the right, from time to time, to redesignate in writing the location or locations of any or all Machines covered by this Permit, and the Permittee shall thereupon, at its own expense, comply therewith by promptly removing and reinstalling each such Machine. The Port Authority shall also have the right, from time to time, to direct that the number of Machines covered by this Permit be decreased and the Permittee shall promptly remove the Machines as directed.

(c) In the event of the removal of any or all of the Machines covered by this Permit for any reason including, but not limited to, revocation, expiration, redesignation or decrease, the Permittee shall, at its own expense, immediately restore the Facility at and about the location to the same condition as before the installation, including the removal of any wires, conduits, outlets, ducts and pipes installed by or for the Permittee.

(d) The Port Authority may request from time to time and at any time a sworn statement from the Permittee as to the total number, description of types of items dispensed and locations of all Machines to which the fee under this Permit is applied on a monthly basis. The Permittee shall deliver such statement to the Port Authority within thirty (30) days upon receipt of such notice.

(e) The Permittee shall also be required to send written notice to the Port Authority (Attn: Properties Unit, LaGuardia Airport, Hanger # 7C, 3rd Floor, Flushing, NY 11371) at least thirty (30) days' prior to its addition or removal of a Machine from its operations at the Facility, and in such notice shall indicate the number of Machines being added or removed and the proposed location (if an addition) or then-current location (if a removal) of each such Machine. In the event the Permittee removes a Machine from operation but fails to provide the Port Authority with the required advance written notice as aforesaid, the Permittee shall nevertheless continue to be obligated to pay fees hereunder with respect to such removed Machine until the Port Authority receives such written notice and, then, the obligation to pay fees with respect to such removed Machine shall cease as of the first calendar month after the 30-day notice period has expired.

20. (a) The purposes of the Port Authority in extending the permission granted hereby is to have available at the Facility the merchandise and services which the Permittee is permitted to sell and render hereunder, and the Permittee agrees that it will conduct a first class operation and will furnish all necessary or proper Machines, fixtures, equipment, personnel, supplies, materials and other facilities and replacements therefor.

(b) The Permittee shall provide new Machines of the latest design and shall maintain all the Machines in first class appearance, condition and working order, and if the Machines dispense items, the Permittee shall keep the Machines always well stocked with merchandise of first class quality and fit for human use, and if the merchandise is intended for consumption, it shall be fresh and safely consumable. The Permittee covenants that all its merchandise and services shall comply with all applicable federal, state, municipal and other governmental laws, ordinances and regulations.

21. (a) The Permittee shall furnish all merchandise and all services at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority; provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and services in the municipality in which the Machines are located as more specifically described herein in Section 22. The Permittee shall cause the merchandise sold and the services rendered by the Machines to be available to the public during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

(b) 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.

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

22. (a) Without limiting the generality of Section 21, above, the Permittee shall comply with the Port Authority Aviation Department Street Pricing Policy. In connection therewith, the Permittee shall not charge prices to its customers in excess of "Street Prices", which for purposes of this Permit is defined as follows:

(i) if the Permittee conducts a similar business to the business operation permitted under this Permit in off-Airport location(s) in the Greater New York City - Northern New Jersey Metropolitan Area (herein referred to as "the Metro Area"), "Street Prices" shall mean the average price regularly charged by the Permittee for the same or similar item in such Metro Area location;

(ii) if the Permittee does not conduct a similar business to the business operation permitted under this Permit in off-Airport location(s) in the Metro Area, "Street Prices" shall mean the average price regularly charged in the Metro Area by similar retailers for the same or similar item;

(iii) if neither the Permittee nor other similar retailers sell a particular item in the Metro Area, "Street Prices" shall mean the average price regularly charged by the Permittee or similar retailers for the same or similar item in any other geographic area, with a reasonable adjustment for any cost of living variance between such area and the Metro Area.

(iv) If the Permittee is engaged in the business of selling duty-free goods, "Street Prices" shall mean the price regularly charged by the Permittee or similar retailer for the same or similar duty-free item at other urban airports in the Northeast region of the United States, including but not limited to LaGuardia Airport, New York, New York.

(b) The Permittee's breach of the aforesaid Street Pricing Policy (as defined herein) shall be deemed a material breach of the Permittee's obligations under this Permit.

(b) The Permittee shall post in each sales area (including any temporary sales space) a notice in form and substance satisfactory to the Port Authority notifying the public that the Permittee subscribes to a "Street Pricing Policy", such notice to be clearly visible and unobstructed. If the Permittee charges any price to a customer in excess of the price, which would satisfy the "Street Pricing Policy" in violation of its obligations under this Permit, the amount of such excess shall constitute an overcharge, which shall upon demand by the Port Authority or the Permittee's customer, be promptly refunded to the customer.

(c) The Permittee shall submit to the Port Authority, from time to time, an annual pricing report demonstrating compliance by the Permittee with the aforementioned pricing requirements. For purposes of establishing the Street Price of an item, any difference in the size or quality of a product or service shall constitute a price differential.

23. City Lease Provisions:

(a) The Permittee acknowledges that it has received a copy of, and is familiar with the contents of, the City Lease. 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 City Lease.

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

(i) This Permit is subject and subordinate to the 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 City Lease will, at the option of the City, enter into a direct permit on identical terms with the City;

(iv) The Permittee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the City Lease that arise out of the Permittee's operations at the Airport, or arise out of the acts or omissions of the Permittee's officers, employees, agents, representatives, contractors, customers, business visitors and guests at the Airport with the Permittee's consent;

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

(vi) The Permittee shall use the Airport in a manner consistent with the Port Authority's obligations under Section 28 of the City Lease;

(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; and

(viii) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Permittee pursuant to this Permit.

24. The Permittee shall not place or cause or permit to be placed any sign, poster or advertising matter whatsoever of the Permittee or of third parties on the Facility or on the Machines or the items dispensed therefrom without the prior written approval of the Port Authority. The restriction hereunder shall not apply to manufacturers' own advertising appearing on items dispensed by the Machines. The Port Authority may at any time and from time to time withdraw its approval under this Section. Any sign, poster or advertising matter not so approved may be removed by the Port Authority at the expense of the Permittee.

25. (a) The Permittee shall place in a conspicuous place on each Machine installed and operated pursuant to the permission granted hereunder a Port Authority standard vending machine decal containing such information as the Port Authority may from time to time

determine to be necessary including, without limitation the name and address of the Permittee, the location of the Machine, type of product or service to be dispensed and Permit Number.

(b) The Permittee shall promptly handle in a manner satisfactory to the Port Authority all customer complaints including, but not limited to, those based on failure or malfunction of the Machines or defective merchandise dispensed or services rendered therefrom or thereby and the Permittee shall make all suitable refunds, exchanges, credits and allowances in connection therewith.

26. (a) The Permittee shall daily remove from the Facility all garbage, debris, litter, liquids and other waste materials arising out of the operation of the Machines, or customer disposal of the Permittee's merchandise.

(b) For the purpose of temporary storage, the Permittee shall provide and maintain in a clean and sanitary condition, suitable garbage and waste receptacles, the same to be made of metal and equipped with tight fitting covers. The covers may have self-closing openings for disposal purposes. The receptacles shall be kept completely covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris, litter and other waste materials from the Facility. The manner of such storage and removal shall be subject in all respects to the approval of the Port Authority. No facilities of the Port Authority shall be used for such removal and storage without the approval of the Manager of the Facility.

27. (a) The Port Authority shall furnish electricity of the voltage, phase and type already available at the location and cold water sufficient for the operation of such of the Machines as may require the same; provided, however, that the Port Authority may at any time after installation of appropriate meters, sell electricity and/or cold water to the Permittee and the Permittee agrees to pay therefor at the same rates charged by the Port Authority to other permittees at the Facility at the time the electricity and/or cold water is supplied for the same quantity, under the same conditions and in the same service classification. Charges for electricity and/or cold water shall be payable when billed. The quantity of service consumed shall be measured by meters installed for the purpose; provided, however, that if for any cause any meter fails to record the consumption of electricity or cold water, the consumption during the period the meter is out of service will be considered to be the same as the consumption for a like period either immediately before or immediately after the interruption, as selected by the Port Authority.

(b) The Port Authority shall also make available, without additional charge, non-exclusive toilet and washroom facilities for the employees of the Permittee.

(c) No failure, delay or interruption in supplying agreed services (whether separately charged for or not) shall release the Permittee from any of its obligations hereunder or be, (unless resulting from the negligence of the Port Authority and continuing for a period of five (5) days after notice to the Port Authority) grounds for any claim by the Permittee for damages, consequential or otherwise.

(d) The Permittee shall provide and install all wires, conduits, outlets, ducts and pipes necessary to supply the electricity and/or cold water to the Machines which may require the same. Such installation shall be subject to the provisions of Section 8 hereof.

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

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

29. The Port Authority may at any time and from time to time by notice to the Permittee withdraw or modify any approval, designation or direction given hereunder by the Port Authority.

30. The privilege granted by this Permit is non-exclusive.

31. Wherever in this Permit, including all endorsements and exhibits thereto, the pronoun "it" or the adjective "its" may occur, referring to the Permittee, the said pronoun or adjective shall be deemed and taken to mean "it", "he", "him", "she", "her", "they", "them" or "its", "his", "her", "hers", "their" or "theirs", as the circumstances of the reference and the gender and number of the Permittee may require.

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

33. (a) 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.

(b) The Permittee shall procure all licenses, certificates, permits or other authorization necessary for the Permittee's operations at the Facility from all governmental authorities, if any, having jurisdiction.

(c) 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 operations hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

(d) The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of any such requirements.

34. 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 permittees 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.

35. (a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (i) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any space at the Airport and the exercise of any privileges under this Permit, (ii) in the construction of any improvements on, over, or under any space at the Airport and the furnishing of any service thereon by the Permittee, no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, and (iii) the Permittee shall use any space at the Airport and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Section in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Section shall constitute a material breach of this Permit. Without limiting any other term or provision hereof or any other rights or remedies of the Port Authority hereunder or at law or equity, in the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) Without limiting any other term or provision hereof, the Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any

of the provisions of this Section and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Section shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any space at the Airport, or any right to use or occupy any space at the Airport.

36. In the event 49 CFR Part 23 is applicable to the permission granted under this Permit, then:

(a) This Permit is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

(b) The Permittee agrees to include the statement set forth in paragraph (a), above, in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.

(c) The Permittee agrees to comply with the terms and provisions of Schedule G, annexed hereto and hereby made a part hereof.

37. The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

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

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

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

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

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

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

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

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

(c) For the purpose of this Section, "Facility" includes all structures located thereon.

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

40. The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the Manager of the Facility covering the operations of the Permittee under this Permit at any time and from time to time.

41. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed. The foregoing reference to summary proceedings shall not be construed to mean that a landlord-tenant relationship exists between the Port Authority and the Permittee.

42. 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 operate the Machines after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination and ending on the date that the Permittee shall cease to operate the Machines at the Airport equal to twice the sum of the fee payable hereunder. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to operate the Machines at the Airport after the expiration, revocation or

termination of the effective period of the permission granted under this Permit. The Permittee acknowledges that the failure of the Permittee to cease to operate the Machines at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

43. This Permit and any claim, dispute or controversy arising out of, under or related to this Permit 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.

44. No Commissioner, director, officer, agent or employee of either party shall be charged personally by the other party with any liability, or held liable to the other party, under any term or provision of this Permit, or because of the party's execution or attempted execution, or because of any breach thereof.

45. This Permit, including the attached exhibits, endorsements and schedules, constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended, except by written endorsement duly executed on behalf of the parties and attached hereto. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

For the Port Authority

Initialed:

For the Permittee

SPECIAL ENDORSEMENTS

1. (a) Subject to all of the terms and conditions of this Permit, the Port Authority hereby grants to the Permittee the privilege and the Permittee hereby assumes the obligation, of installing, maintaining and operating self-service airline passenger luggage cart control units (herein sometimes called the "*Machines*"), providing airline passenger luggage carts and in conjunction therewith, operating an airline passenger luggage cart retrieval service (hereinafter the airline passenger luggage cart control units, the airline passenger luggage carts and the retrieval service are sometimes collectively called the "*Service*") to all passengers at the Airport and the Permittee agrees to provide such Service at such locations in and outside the various airline terminals, parking lots and courtyards at the Airport as shall be designated in writing by the Port Authority from time to time and for no other purpose or purposes whatsoever. The price that the Permittee shall charge for each luggage cart provided as a part of the Service shall be Five Dollars (\$5.00) per cart with no refund for returned carts.

(b) (1) Without limiting the generality of the provisions of paragraph (a) of this Special Endorsement No. 1, the Permittee agrees to provide the Service to arriving and departing passengers at the Airport in the Central Terminal Building (hereinafter the "*CTB*"), as well as any future terminal that might replace the CTB, the Delta Terminal Building, and USAirways Terminal Building (collectively, the "*Terminals*").

(2) It is understood and acknowledged by the Permittee that the Permittee hereby agrees to provide luggage carts sufficient to meet the requirements of passengers using each Terminal. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of space and facility as may be designated by the Port Authority to be used by the Permittee for the operational and other procedures which the respective terminals may require the Permittee to observe in carrying out its privileges and obligations hereunder.

(3) Without limiting the generality of Term and Condition No. 33 hereof, the Permittee is obligated to apply for and to obtain for itself and its employees all security clearances, consents, passes and approvals which are necessary for its employees to gain access to and serve the terminals.

(c) Without limiting the generality of any of the other provisions of this Permit, the Service shall be provided by the Permittee in accordance with the following:

(1) The Permittee shall update and replenish the cart inventory and provide Seven Hundred Fifty (750) new Machines and accompanying equipment, of the latest design. All Machines, luggage carts and other equipment installed or provided by the Permittee hereunder shall be of the type and specifications set forth in the "*Equipment Schedule*" attached hereto, hereby made a part hereof and marked "*Schedule A*" with all luggage carts having the "*optional braking system*", or as may otherwise be approved in writing by the Port Authority from time to time, and shall at all times must meet the highest standards of appearance and safety.

(2) The Permittee shall provide to its employees on the Airport Port Authority approved uniforms identifying the Permittee's organization, badges identifying its employees, and employee operations and customer service training, at no additional or separate

cost to the Port Authority. The employee training program must be submitted to, reviewed and approved by the Port Authority, in writing prior to the training taking place.

(3) The Permittee shall maintain a sufficient and even dispersal of luggage carts throughout the Airport at all times in numbers sufficient to meet customer demand therefor. The total number of luggage carts and the locations of the Machines on the Effective Date shall be as specified in Schedule A, but at no time shall there be less than Seven Hundred-Fifty (750) luggage carts available for use by the public on the Airport.

(4) The purpose of the Port Authority in extending the permission granted hereby is to have available at the Airport the Service, and the Permittee agrees that it will conduct a first class operation and will furnish all necessary or proper machines, fixtures, equipment, personnel, supplies, materials and other facilities and replacements therefor. The Permittee shall maintain the Machines, luggage carts and all other equipment installed or provided by it at the Airport in first-class working order, appearance and condition, making all repairs and replacements necessary therefor and shall keep the Machines well stocked with luggage carts.

(5) The Permittee's employees shall at all times conduct themselves in a professional, helpful and courteous manner to Airport patrons to provide the highest possible levels of customer service at the Airport.

(6) The Permittee recognizes that portions of the Airport where the Permittee's Machines and other equipment may be installed are under lease to third parties (which parties are herein referred to as a "*Terminal Operator*") for their exclusive occupancy and that the Permittee must by independent arrangement with each Terminal Operator acquire the right or rights of access and use necessary for the operation of the Service by the Permittee in such areas and shall make its own arrangements with each Terminal Operator for the supply to its Machines and other equipment of such utilities and services as it may require. Each such arrangement between the Permittee and a Terminal Operator shall be subject to the approval of the Port Authority. The Port Authority makes no representations or warranties as to the location, size, adequacy, suitability or availability of any such areas or facilities to be used by the Permittee in the exercise of its privileges hereunder. The Permittee further understands that its operations in such areas shall also be subject to the respective lease between the Port Authority and the Terminal Operator covering such exclusive occupancy and in the event of expiration or earlier termination of any such lease then the privileges granted under this Permit shall terminate with respect to the areas covered by such lease. In the event of any inconsistency between the terms of any such lease and the terms of this Permit the terms of this Permit shall control as between the Permittee and the Port Authority.

(7) The Machines shall dispense only such luggage carts and render such services as are approved in writing by the Port Authority.

(8) The Port Authority and the respective Terminal Operator shall approve the number and location of Machines and other equipment to be installed, maintained and serviced under this Permit and each may in its discretion, from time to time, consent to the inclusion under this Permit of an additional Machine or Machines and other equipment

required to provide the Service. The location of each Machine and other equipment covered by this Permit is to be only that approved by the Port Authority and the respective Terminal Operator. The Port Authority or the respective Terminal Operator shall have the right, from time to time, to redesignate the location or locations of any or all Machines and other equipment covered by this Permit, and the Permittee shall thereupon at its own expense, comply therewith by promptly removing and reinstalling each such Machine and other equipment. The Port Authority shall also have the right, from time to time, to direct that the number of Machines and other equipment covered by this Permit be decreased and the Permittee shall promptly remove the Machines and other equipment as directed.

(9) In the event of relocation or removal the Permittee shall leave the vacated area in the condition required under this Permit in the case of expiration, and all obligations with respect to the vacated area which would have matured on the effective date of expiration of the Permit shall mature as to the vacated area on the required date of relocation or removal. In the event the Permittee fails to immediately transport any of its Machines and other equipment to a newly designated location, or to remove any of its Machines and other equipment, the Port Authority shall have the right to do so at the risk of the Permittee, and the Permittee shall pay the Port Authority the expense thereof on demand. Without limiting the foregoing, the Permittee agrees to take good care of each designated area and to restore the same upon the expiration or revocation of the effective period of the permission granted under this Permit to the condition existing prior to the installation of the Permittee's Machines and other equipment.

(10) (i) Without limiting the provisions of Section 6 of the foregoing Terms and Conditions and in addition thereto, the Permittee agrees that prior to the installation of any Machines and other equipment it shall obtain the written approval of the Port Authority and the respective Terminal Operator as to the design and type thereof as well as the method, time and manner of installation and the Permittee shall comply with any requirements, procedures or standards established by the Port Authority for the installation of the Machines and other equipment and for the removal and relocation thereof. In the event of any such installment or performance without the approval of the Port Authority and the respective Terminal Operator, then upon such notice from the Port Authority or the Terminal Operator, the Permittee shall remove the same or cause the same to be changed to the satisfaction of the Port Authority and the respective Terminal Operator.

(ii) Nothing contained in this Permit shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Airport, including without limitation the installation of any Machines at the Airport. The Permittee agrees that no construction or installation, as aforesaid, shall be performed without the prior written approval of the Port Authority and the applicable Terminal Operator, if any, and subject to the terms and conditions of the this Permit and an approved Port Authority Alteration Application.

(11) The Permittee shall post informational and rate signs on the Machines and any other appropriate signage that the Port Authority or the Terminal Operator believes is necessary to provide the Service in accordance herewith. The Permittee shall place in a conspicuous place on each Machine installed and operated pursuant to the permission

granted hereunder the name and address of the Permittee, the location of the Machine, or piece of other equipment, the Permit Number and such other information as the Port Authority may from time to time determine to be necessary.

(12) The Permittee understands and agrees that no reimbursement will be made by the Port Authority to the Permittee for any lost or stolen carts. The collection of lost or stolen carts is the responsibility of the Permittee.

(13) Collections shall be made from the Machines in the manner and at the time specified by the Port Authority. The Port Authority shall have the right at any time and from time to time to prohibit the Permittee from making any collection from any Machines except in the presence of a representative of the Comptroller Department of the Port Authority.

(14) The Permittee shall promptly handle in a manner satisfactory to the Port Authority all customer complaints including but not limited to those based on a shortage of luggage carts, failure or malfunction of the Machines or other equipment of the Permittee or defective luggage carts rendered therefrom or thereby and the Permittee shall make all suitable refunds, exchanges, credits and allowances in connection therewith. Without limiting the generality of the foregoing, the Permittee shall pay to the Port Authority liquidated damages of in the amount of Fifty Dollars and No Cents (\$50.00) for each instance where (1) the Permittee has failed to replenish a cart dispensing location within fifteen (15) minutes of notification by the Port Authority or a Terminal Operator that there are no carts available in such dispensing location and (2) the Permittee has failed to commence retrieving carts from any location within fifteen (15) minutes of notification by the Port Authority or a Terminal Operator that uncollected carts discarded by airport patrons are congregated in such numbers or in such manner that they are causing an unsightly or unsafe condition.

2. Renewal Option: The Port Authority shall have the right, at its sole discretion, to extend this Agreement for a period of five (5) additional years subsequent to the Expiration Date, such extension period to commence on October 1, 2016 and to expire on September 30, 2021 ("*the Extension Term*"). The Extension Term shall contain the same Terms and Conditions of this Agreement, with the addition that the Permittee shall be required, if necessary, as determined by the sole and exclusive opinion of the Port Authority, to upgrade and replace Seven Hundred Fifty (750) Machines and, if necessary, as determined by the sole and exclusive opinion of the Port Authority, the vending systems at the Airport. The Port Authority will advise the Permittee in writing, at least six (6) months prior to the Expiration Date if it elects to exercise its right to extend the term of this Agreement. Upon the exercise of the Port Authority of its option to extend as aforesaid, no execution by either party of any other document or instrument shall be required to effect such extension of the term of this Agreement.

3. Fees:

(a) The following terms shall have the meaning as used herein:

(1) "*Annual Period*" shall mean, as the context requires, the twelve-month period commencing on the Effective Date and each twelve-month period thereafter occurring during the effective period of the permission granted under this Permit, commencing with each anniversary of the Effective Date, provided, however, that the last Annual Period shall

expire in any event on the earliest to occur of the date of expiration, termination or revocation of this Permit.

(2) "*Gross Receipts*" shall mean and include all monies paid or payable to the Permittee for services rendered at or from the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Airport, provided, however, that there shall be excluded from such Gross Receipts the following: (i) any sales taxes imposed by law which are directly payable to the taxing authority by the Permittee and (ii) amounts upon which Gross Receipts fees are payable or exempt from payment to the Port Authority pursuant to other agreements with the Permittee.

(3) "*Minimum Annual Fee Amount*" shall mean One Hundred Thirty-Four Thousand Dollars and No Cents (\$134,000.00), payable in monthly installments of Eleven Thousand Two Hundred Dollars and No Cents (\$11,200.00).

(b) Basic Fee

(1) The Permittee shall pay to the Port Authority a basic fee at the rate of Eleven Thousand Two Hundred Dollars and No Cents (\$11,200.00) (the "*Basic Fee*"). The Permittee shall pay the Basic Fee monthly in advance on the Effective Date and on the first day of each calendar month thereafter occurring during the period of permission hereunder.

(2) In the event that this Permit shall commence or shall expire or be revoked or terminated on other than the last day of a calendar month, the Basic Fee payable for such calendar month shall be an amount equal to the applicable monthly installment set forth in paragraph (b)(1) above multiplied by a fraction, the numerator of which shall be the number of days in such calendar month in which this Permit was in effect and the denominator of which shall be the full number of days in such calendar month.

(c) Percentage Fee

(1) In addition to the Basic Fee payable hereunder, the Permittee shall pay to the Port Authority a Percentage Fee for each Annual Period in an amount equal to the excess over the Minimum Annual Fee Amount of Thirty-Five Percent (35%) of all of the Gross Receipts for such Annual Period (the "*Percentage Fee*").

(2) The computation of the Percentage Fee for each Annual Period, or a portion of an Annual Period as hereinafter provided, shall be individual to such Annual Period, or such portion of an Annual Period, and without relation to any other Annual Period, or any other portion of any Annual Period.

(3) For the purpose of calculating the Percentage Fee due for any Annual Period which contains less than 365 days, the applicable Minimum Annual Fee Amount shall be multiplied by a fraction, the numerator of which shall be the number of days from the commencement of such Annual Period through the last day thereof, both dates inclusive, and the

denominator of which shall be 365.

(4) Notwithstanding Term and Condition 13(a), the Permittee shall report Gross Receipts and shall pay the Percentage Fee as follows: on the 20th day of the first month following the commencement of each Annual Period and on the 20th day of each and every month thereafter including the month following the end of each Annual Period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a sworn statement showing all Gross Receipts arising from the Permittee's operations at the Airport in the preceding month, and also showing its cumulative Gross Receipts from the date of the commencement of the Annual Period for which the report is made through the last day of the preceding month and the percentage stated in paragraph (c)(1) of this Special Endorsement. Whenever any monthly statement shall show that the percentage set forth in paragraph (c)(1) of this Special Endorsement applied to all of the Gross Receipts for the Annual Period for which the report is made is in excess of the Minimum Annual Fee Amount, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the excess of such sum over the Minimum Annual Fee Amount, and shall thereafter on the 20th day of each month during that Annual Period, and the month following the end of that Annual Period, including the month following the expiration of the permission granted hereunder, pay an amount equal to such percentage of its Gross Receipts for each subsequent month during that Annual Period.

(5) Upon the termination or revocation of the period of the permission granted hereunder (even if any revocation or termination is stated to have the same effect as expiration), Gross Receipts shall be reported and the Percentage Fee shall be paid within twenty (20) days after the effective date of such termination or revocation, as follows. The Permittee shall render to the Port Authority a sworn statement separately showing of all its cumulative Gross Receipts for the Annual Period in which the effective date of termination or revocation falls and also the percentage set forth in paragraph (c)(1) of this Special Endorsement. The payment then due on account of all Gross Receipts for the Annual Period in which the effective date of termination or revocation falls shall be the excess over the prorated Minimum Annual Guaranteed Amount of the percentage stated in paragraph (c)(1) of this Special Endorsement applied to all the Gross Receipts arising during such Annual Period; said Minimum Annual Guaranteed Amount being prorated as set forth in paragraph (c)(3) above, less any Percentage Fee payments previously made for such Annual Period.

(6) Notwithstanding that the Percentage Fee and the Minimum Annual Guaranteed Amount may have been determined on an annual basis, such determination shall not in any way restrict or impair the Port Authority's right to revoke this Permit upon thirty (30) days' written notice to the Permittee.

(7) Notwithstanding that the Percentage Fee hereunder is measured by a percentage of Gross Receipts, no partnership relationship or joint venture between the Port Authority and the Permittee is created or intended to be created by this Permit.

(8) Without limiting the requirement for Port Authority approval, if the Permittee conducts any privilege or any portion thereof through the use of a contractor or other third party which is not a Port Authority permittee and where the payments for any of the foregoing are made to such contractor rather than to the Permittee, said payments shall be

deemed amounts, monies, revenues, receipts and income paid or payable to the Permittee for purposes of determining the Permittee's Gross Receipts, provided, however, that the foregoing shall not grant or be deemed to grant any right or permission to the Permittee to use an independent contractor or other third party to perform any privilege or portion thereof or the doing of anything hereunder by an independent contractor or other third party.

(9) To the extent that the Permittee has not already done so at the time of execution of this Permit and without limiting the generality of any other term or provision hereof, the Permittee agrees to submit monthly statements of Gross Receipts and to pay, at the time of execution and delivery of this Permit to the Port Authority, all fees and other amounts due under this Permit to the Port Authority for the period from the Effective Date to the time of execution and delivery of this Permit by the Permittee.

(10) The Permittee shall furnish to the Port Authority on or before the twentieth day of July of each calendar year following the Effective Date a statement of all Gross Receipts for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant.

4. Advertising/Public Notices:

(a) *Advertising/Public Notices Placed by the Port Authority*

(i) The Permittee shall have the obligation to accept the installation, placement, maintenance and operation of (x) such airport and other public service announcements and news as the Port Authority may supply or designate and (y) advertising displays, posters, and such other advertising media and public notices as may be directed by the Port Authority (all such airport and other public service announcements and news, and all such advertising displays, posters, advertising media and public notices, being collectively hereafter called "*PA Advertising Items*") on such of the Permittee's machines and luggage carts as are being operated at the Airport pursuant to this Permit. The Permittee shall be responsible for mounting PA Advertising Items on luggage carts at the direction of the Port Authority, at its own cost and expense, and shall not place PA Advertising Items on any Machine or luggage cart without the express direction of the Port Authority; provided, however, that the Permittee shall not be required to place such material in any machine or luggage cart if the Permittee has arranged with a third party for the display of advertising matter in such Machine or luggage cart pursuant to the provisions of subparagraph (a)(ii), below, during the period covered by the Port Authority's notice.

(ii) Without limiting any other item or provision hereof, the Permittee shall impose no charge to the Port Authority, or any contractor or advertising permittee which has been selected by the Port Authority, to install, place, maintain and operate PA Advertising Items on its behalf, in connection with the display of PA Advertising Items on any Machine or any of the Permittee's luggage carts. Accordingly, the Permittee shall not be entitled to any compensation with PA Advertising Items.

(b) *Advertising Place by Third Parties*

(i) Subject to the terms and provisions of this Permit, the Permittee shall have the right to solicit and/or enter into agreements with third party advertising companies which desire to install, place, maintain and operate advertising displays, posters, and other advertising media on any luggage cart at the Airport that is covered by this Permit (all such third party advertising displays, posters and other advertising media being individually called a "*Third Party Advertising Item*" and collectively called "*Third Party Advertising Items*").

(ii) No Third Party Advertising Item shall be placed, installed or operated by the Permittee in any luggage cart unless the Port Authority has given its prior approval as to the type, size, quality, kind, form, substance and character of the display, poster, exhibit or media, including the content thereof and the operation and maintenance thereof. Once installed, a Third Party Advertising Item must meet the Port Authority's continued approval as to the content thereof and the operation and maintenance thereof. Any Third Party Advertising Item which does not continue to meet with the approval of the Port Authority shall be immediately removed by the Permittee on notice from the Port Authority.

(iii) All arrangements of the Permittee with third parties for the display of advertising matter at the Airport shall be represented by written agreements with such third parties. True and accurate copies of all executed agreements shall be delivered by the Permittee to the Port Authority upon request. Without limiting the foregoing, the Permittee agrees that each such agreement entered into by it shall contain provisions making such agreement subject to all the provisions of this Permit and specifically stating that no party thereto shall obtain thereunder privileges greater than those granted under this permit. All monies paid or payable to or received or receivable by the Permittee for or in connection with any Third Party Advertising Item displayed, shown, exhibited or disseminated by the Permittee, including charges for normal placement, installation, operation, and maintenance thereof, shall be fully set forth in the Permittee's third party agreements.

(iv) In addition to such information and documentation as the Permittee is required to make available pursuant to this Permit, the Permittee agrees from time to time, at the request of the Port Authority, to provide to the Port Authority the following information in a form acceptable to the Port Authority: an updated inventory list and description of all Third Party Advertising Items installed by the Permittee pursuant to the provisions of this Permit, including, without limitation, the number, type and location of the advertising display item, the billings generated by each of the Permittee's advertising accounts at the Airport, and the Permittee's advertising rates with respect to such Third Party Advertising Items. The Permittee shall permit the Port Authority, by its agents, employees, and representatives, to examine and audit the records and books of account of the Permittee in connections with all of the foregoing, it being understood that nothing contained in this paragraph shall relieve the Permittee of its obligations to provide the documents and information described elsewhere in this permit, or shall be deemed to be a waiver by the Port Authority of any rights to examine any other documents and information relating to the Permittee's operations in connection with this Permit.

(v) All revenues and other compensation derived by the Permittee from Third Party Advertising Items shall be paid and allocated as follows: (x) Permittee may

charge third parties at a rate in the range of Twenty-Two Dollars and No Cents (\$22.00) to Thirty Dollars and No Cents (\$30.00) per luggage cart per month and (y) revenues and other compensation derived therefrom shall be paid forty percent (40%) to the Port Authority, thirty percent (30%) to the third party advertising agency which is responsible for the media placement, and the remaining thirty percent (30%) may be retained by the Permittee. Moneys paid or payable to the Port Authority pursuant to this subparagraph shall be made on a monthly basis together with payments of the percentage fee due hereunder, together with monthly statements setting forth the details substantiating such payments, which monthly statements shall include, without limitation, the identity of the third party advertising company which placed the Third Party Advertising Item; the number, type and location of the Third Party Advertising Item; the billings generated by each of the Permittee's advertising accounts at the Airport for the preceding month and cumulatively for the annual period to which such monthly report occurs; and the Permittee's advertising rates with respect to such Third-Party Advertising Items.

5. Gifts and Gratuities:

(a) During the term of this Permit, the Permittee shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e, a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Permittee on behalf of the Port Authority, whether or not such duties are related to this Permit or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Permit.

(b) As used herein "*anything of value*" shall include but not be limited to any (i) favors, such as meals, entertainment, transportation (other than that contemplated by the Permit or any other Port Authority contract), etc., which might tend to obligate the Port Authority employee to the Permittee, and (ii) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Permit or any other Port Authority contract.

(c) In addition, during the term of this Permit, the Permittee shall not make an offer of employment or use confidential information in a manner proscribed by the Port Authority's Code of Ethics and Financial Disclosure dated as of April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

6. Security Agreement:

The Port Authority and the Permittee have previously entered into a security agreement dated October 1, 2003 and identified by Port Authority No. AX-762, Supplement 1 (the "*Security Agreement*"), covering the deposit of security with the Port Authority. Without limiting the terms and conditions of the Security Agreement, the Permittee understands and

agrees that a breach of the Security Agreement by the Permittee shall be and be deemed be a breach of this Permit by the Permittee permitting the Port Authority to revoke this Permit for cause.

7. Non-Exclusivity:

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, or the securing or otherwise providing for luggage handling services through the contracting of skycaps, porters or other means. Neither the granting to others of rights and privileges similar or greater than the rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted by the Port Authority or relieve the Permittee of any of its obligations hereunder.

8. Miscellaneous:

(a) For the purposes of this Permit, a default by the Permittee in keeping, performing or observing any promise, obligation, term or agreement set forth herein on the part of the Permittee to be kept, performed or observed shall include the following whether or not the time has yet arrived for the keeping, performance or observance of any such promise, obligation, term or agreement:

(i) a statement by the Permittee to any representative of the Port Authority indicating that it cannot or will not keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit;

(ii) any act or omission of the Permittee or any other occurrence which makes it impossible at the time that it will be able to keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit; or

(iii) any suspension of or failure to proceed with any part of the privileges to be performed by the Permittee which makes it improbable at the time that it will be able to keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit.

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

(c) The Permittee shall have no right hereunder to carry on any business or operation at the Airport other than that specifically provided herein.

(d) The Port Authority may at any time and from time to time by notice to the Permittee withdraw or modify the approval, designation or direction given hereunder by the Port Authority.

(e) The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Airport, except that the Permittee shall have the right to park luggage cart trailers, pick-up trucks and service van trailers for such time as is reasonably necessary for loading and unloading luggage carts and other equipment used by Permittee in providing the Service.

(f) The words "permission" and "privilege" are used interchangeably in this Permit, and except where expressly provided to the contrary, shall mean the privileges granted by this Permit.

(g) The section, paragraph and other 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.

9. No Waiver:

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

10. Removal of Property:

(a) All Machines and other personal property placed or installed by the Permittee at the Airport shall remain the property of the Permittee and must be removed within 72 hours after the expiration, revocation, cancellation or termination of the permission hereby granted, whichever shall be earlier.

(b) Any such property remaining at the Airport after the effective date of such expiration, revocation, cancellation or termination shall be deemed abandoned by the Permittee and may be removed and disposed of by the Port Authority or the Terminal Operator in any manner they so determine in their sole discretion and all the proceeds of any removal or disposition by the Port Authority shall be retained by the Port Authority for its account and all costs and expenses of such removal and disposition shall be paid to the Port Authority by the Permittee when billed and all the proceeds of any removal or disposition by the Terminal Operator shall be retained by the Terminal Operator for its account and all costs

and expenses of such removal and disposition shall be paid to the Terminal Operator by the Permittee when billed.

11. Restoration:

The areas of the Airport affected by any removal of a Machine or other personal property of the Permittee shall be restored by the Permittee to the condition existing prior to any installation, including without limitation the removal of any wires, conduits, outlets, ducts and pipes installed by or for the Permittee.

12. Electricity:

In areas under the control of the Port Authority, electricity for the operation of the Machines will be provided by the Port Authority to the Permittee, without charge, through existing conduits, wires and outlets.

13. Prohibited Acts:

(a) 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 to and without limiting Term and Condition No. 38 hereof, 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 and subject to the provisions of Section 8 of the Terms and Conditions hereof, be completely removed and/or remediated by the Permittee at its sole cost and expense. The obligations of the Permittee pursuant to this Special Endorsement No. 13(a) shall survive the expiration, revocation, cancellation or termination of the Permit.

(b) "*Hazardous Substance*" shall herein be defined as 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.

(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) The Permittee shall not solicit business on the public areas of the Airport and the use, at any time, of hand or standard megaphones, loudspeakers or any electric, electronic or other amplifying device is hereby expressly prohibited.

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

14. Work and Labor Harmony:

(a) The Permittee shall so plan and conduct its operations as to work in harmony with the operations of others at the Airport and not to delay, endanger or interfere with the operations of others (whether or not specifically mentioned herein), all to the best interest of the Port Authority and the users of the Airport and as may be directed by the General Manager of the Airport.

(b) The Permittee is advised to ascertain whether any on now represented or not represented at the Airport will claim jurisdiction over any aspect of the operations to be preformed hereunder, and its attention is directed to Term and Condition No. 39 hereof. Further, 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.

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

(d) 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 the Permit.

15. Business Development and Records:

(a) In connection with the exercise of the privileges granted hereunder, the Permittee shall:

(1) use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(2) not divert or cause or allow to be diverted, any business from the Airport;

(3) maintain, in English and in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Permittee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without

limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, records of daily forms and work schedules) recording all transactions of the Permittee at, through, or in anywise connected with the Airport, including without limitation the Investment Amount, all charges for services made through the Machines, Gross Receipts from each Machine installed and operated by the Permittee at each location and such additional monthly statistics and information that the Port authority may from time to time and at any time require, which records and books of account shall be kept at all times within the Port of New York District;

(4) 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 (any such company being hereinafter called an "Affiliate" and all such companies being hereinafter called the "Affiliates") to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Permittee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District;

(5) permit and/or cause to be permitted in ordinary business hours during the effective period of this Permit, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Permittee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "**Books and Records**") within ten (10) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records;

(6) install and use such cash registers, sales slips, invoicing machines and any other equipment or devices, including without limitation computerized record keeping systems, for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of Gross Receipts, and without limiting the generality of the foregoing, for any privilege involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals; and

(7) permit the inspection by the officers, employees and

representatives of the Port Authority of any equipment or devices used by the Permittee, including but not limited to coin receptacles and counting or metering devices attached to the Machines.

(b) (1) 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 paragraph (a) above, the Permittee understands that the full reporting and disclosure to the Port Authority of all Gross Receipts and the Permittee's compliance with all the provisions of paragraph (a) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under this Permit.

(2) In the event any Books and Records are maintained outside the Port of New York District then, in addition to all, and without limiting any other, rights and remedies of the Port Authority under this Permit or otherwise and in addition to all of the Permittee's other obligations under this Permit, the Port Authority in its sole discretion may (x) require on ten (10) days' notice to the Permittee that any such Books and Records be made available to the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (y) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority, for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit and if such Books and Records are maintained outside the contiguous United States the Permittee shall pay to the Port Authority when billed all costs and expenses of the Port Authority, as determined by the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination. Further, in the event that the Permittee has not made any Books and Records which are maintained outside of the Port of New York District available to the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof within ten (10) days after the Permittee's receipt of notice from the Port Authority to do so, the Port Authority may estimate the Gross Receipts 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.

(3) In the event of the failure of the Permittee to comply with any of the provisions of paragraph (a) above then, except for the failure of the Permittee to maintain the Books and Records in the Port of New York District which failure is covered by subparagraph (b)(ii) above, in addition to all, and without limiting any other, rights and remedies of the Port Authority under this Permit or otherwise and in addition to all of the Permittee's other obligations under this Permit the Port Authority may estimate the Gross Receipts 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.

(c) Without implying any limitation on the rights or remedies of the Port Authority under this Permit or otherwise including without limitation the right of the Port

Authority to revoke this Permit for cause for breach of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, in the event any of the Books and Records are not maintained in English, then the Permittee shall pay to the Port Authority when billed, all costs and expenses of the Port Authority, as determined by the Port Authority, to translate such Books and Records into English.

(d) The foregoing auditing costs, expenses and amounts of the Port Authority set forth in paragraphs (b) and (c) above shall be deemed fees under this Permit payable to the Port Authority with the same force and effect as the Basic Fee and Percentage Fee and all other fees payable to the Port Authority under this Permit.

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

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

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

Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

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

17. No Broker: The Permittee represents and warrants that no broker has been concerned in the negotiation or execution of this Permit and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Permittee shall indemnify the Port Authority and save it harmless from any and all claims which have been or which may be made by any and all persons, firms, or corporations whatsoever for services in connection with the negotiation and execution of this Permit or in connection with any permission contained herein.

18. Waiver of Trial by Jury. The Permittee hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Permittee in respect of the space in which the Permittee exercises the privilege granted hereunder 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.

19. The Port Authority and the Permittee were heretofore parties to Port Authority Permit No. AGA-388, dated as of March 1, 1996, as amended and supplemented. This Permit hereby replaces Permit No. AGA-388. The Permittee shall remain liable for all obligations and liabilities which accrued under Permit No. AGA-388 through the expiration or termination date of Permit No. AGA-388 and all such obligations and liabilities which were expressly or impliedly stated or intended to survive the expiration or termination of said agreement shall so survive.

20. The following Sections of the Terms and Conditions have been deleted: Section 13(c).

For the Port Authority

Initialed:

For the Permittee

SCHEDULE G

Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed \$47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is \$750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New

York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

Initialed:

For the Port Authority

For the Permittee

Schedule A

The attached constitutes "Schedule A," which is hereby made a part hereof.

Initialed:

For the Port Authority

For the Permittee

THIS AGREEMENT 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

Port Authority Permit No. AGA-956, dated September 1, 2014
Supplement No. 1
Port Authority Facility: LaGuardia Airport

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

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made by and between The Port Authority of New York and New Jersey (hereinafter called "the Port Authority") and Smarte Carte, Inc. (hereinafter called the "Permittee").

WITNESSETH, that the Port Authority and the Permittee hereby agree to amend, effective as of September 1, 2014, that certain Permit (identified above by Port Authority Permit Number and by date and covering space at the above-mentioned Port Authority Facility) issued by the Port Authority to the Permittee, and hereinafter, as the same may have been previously supplemented and amended, called "the Permit," as follows:

WHEREAS, the Port Authority and the Permittee desire to extend the period of the permission granted under the Permit;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Port Authority and the Permittee hereby agree as follows:

1. The effective period of the permission granted under this Permit is hereby extended for the period ending on September 30, 2021, unless sooner terminated, at the same annual fee heretofore set forth in the Agreement.

2. The luggage cart fee the Permittee shall charge for its Service, as referenced in Special Endorsement 1 of the Permit, shall be increased to Six Dollars and No Cents (\$6.00).

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

4. The Permittee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be

entitled to be paid a commission in connection therewith. The Permittee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

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

6. This Supplemental Agreement, together with the Permit (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Permittee 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 Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Permittee or in this Supplemental Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

SMARTE CARTE, INC.

By: _____

By: Edward D. Rudis

Name: _____

Name: EDWARD D. RUDIS

(Title) _____

(Title) RESIDENT CEO

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

RR

: For Port Authority Use Only :

: Permit Number: ANC-291 :

**NEWARK LIBERTY INTERNATIONAL AIRPORT
PRIVILEGE PERMIT**

The Port Authority of New York and New Jersey (the "Port Authority") hereby grants to the Permittee named below the described non-exclusive privilege at Newark Liberty International Airport (the "Facility"), in the Counties of Essex and Union, Cities of Newark and Elizabeth, and State of New Jersey, 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:** Smarte Carte, Inc., a(n) corporation of the state of Minnesota
2. **PERMITTEE'S ADDRESS:** 4455 White Bear Parkway
St. Paul, MN 55110
3. **PERMITTEE'S REPRESENTATIVE:** Edward Rudis
4. **PRIVILEGE:** As set forth in Special Endorsement Number 1.
5. **FEES:** As set forth in Special Endorsement Number 3.
6. **EFFECTIVE DATE:** October 1, 2011
7. **EXPIRATION DATE:** September 30, 2016, unless sooner revoked or terminated as herein provided, and subject to the Extension Option in Special Endorsement 2.
8. **REQUIRED SECURITY DEPOSIT:** As set forth in the Security Agreement (numbered AX-762), as amended, between the Port Authority and Permittee.
9. **INSURANCE REQUIREMENTS:** \$2,000,000.00 minimum limit Commercial General Liability
\$2,000,000.00 minimum limit Automobile Liability
10. **ENDORSEMENTS:** Standard Endorsement 19.3, Special Endorsements, Schedule G, and Schedule A

Dated: As of October 1, 2011

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

By _____

Name _____

(Please Print Clearly)

(Title) _____

SMARTE CARTE, INC., Permittee

By _____

Name _____

(Please Print Clearly)

(Title) President

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

RR

TERMS AND CONDITIONS

1. The permission hereby granted shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition thereof, it may be revoked without cause, upon thirty (30) days' written notice, by the Port Authority or terminated without cause, upon thirty (30) days' written notice by the Permittee; provided, however, that it may be revoked 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. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the cleaning, repair and restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it cleaned, repaired or restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), and repairing the space and putting the space in order (such as but not limited to cleaning, repairing and restoring the same). Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. As used in this Permit:

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

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

(c) The term "City" shall mean the City of Newark.

3. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees;

(b) if the Permittee is an unincorporated association, or a business trust, by the Permittee acting only through the medium of its members, trustees, officers and employees;

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

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees; or

(e) if the Permittee is a limited liability company, by the Permittee acting only through the medium of its members, managers and employees,

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

4. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created, notwithstanding the fact that all or a portion of the fees to be paid hereunder may be determined by gross receipts from the operations of the Permittee hereunder.

5. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and upon the request of the Port Authority, the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the prior written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee as to the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

6. (a) In the use of the roads, hallways, stairs and other areas constituting a means of ingress to and egress from the space at or on which the Machines are located, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the rules and regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

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

(c) Unless otherwise expressly provided, the Permittee, its employees, invitees and those doing business with it shall have no right hereunder to park vehicles within the Facility.

7. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee hereunder, or out of any of the acts or omissions of the Permittee, its officers, employees, agents or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers, employees or agents at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(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), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

8. The Permittee shall promptly repair or replace all property of the Port Authority damaged by the operations of the Permittee hereunder. The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs to any property of the Port Authority except with its prior written approval.

9. (a) All Machines covered by this Permit and other property of the Permittee placed on or kept at the Facility shall remain the property of the Permittee and must be removed on or before the expiration of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

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

10. The Permittee represents that it is the owner of or fully authorized to use and/or sell any and all services, processes, machines, articles, marks, names or slogans used and/or sold by it in its operations under or in any wise connected with this Permit. Without in any way limiting its obligations under Section 7 hereof, the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any way connected with this Permit.

11. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Machines and equipment of the Permittee, and any activities or

operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any Machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any Machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the Machine from service, and provide a satisfactory substitute.

12. 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 any things done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. (a) The basic fee, if any, or the part thereof which may be prorated as hereinafter provided, shall be due and payable in advance on the effective date hereof and on the first day of each and every month thereafter. The percentage fee, if any, or if that percentage fee is additional to a basic fee, the portion thereof prorated as hereinafter provided, and any fees or part thereof mentioned on the first page of this Permit to be measured by the number of items and/or units of service dispensed by a Machine, shall be due and payable monthly on the tenth day of the month following the calendar month in which the effective date hereof falls, and on the tenth day of each month thereafter and shall be based on the Permittee's gross receipts, sales made and services rendered in the preceding calendar month; provided, however, that if the permission granted hereby shall expire or be revoked effective on a date other than the last day of a month, the percentage fee or prorated part thereof, or the fee or part thereof measured by the number of items or units of service, shall be due and payable within ten days after such date. If the permission granted by this Permit commences on a date other than the first day of a month, or if the said permission expires or is revoked effective on a date other than the last day of a month, the fees due for the period of time during which the said permission shall have been in effect shall be the fees specified on the first page of this Permit, prorated however in the case of a basic fee or in the case of a basic fee and percentage fee, in the same proportion that the number of days the permission is in effect bears to thirty days, as follows: the portion of the basic fee due shall be computed by prorating the monthly basic fee on the above basis; the amount of the percentage fee shall be equivalent to the excess over the prorated basic fee of the percentage applied to the gross receipts arising in such portion of the month. There shall be no proration of other fees. The computation of fees for each month, or for a portion of a month as provided above, shall be individual to such month or such portion of a month, and without relation to any other month or any other portion of a month.

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

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

or made via the following wire transfer instructions (for basic fees): Bank: TD Bank; Bank ABA Number: 031201360; Account Number: _____ or made via the following wire transfer instructions (for percentage fees): Bank: TD Bank; Bank ABA Number: 031201360; Account Number: _____; or to such other address as may hereafter be substituted therefor by the Port Authority from time to time, by notice to the Permittee.

(c) ~~The term "gross receipts" shall include all monies paid or payable to the Permittee for sales made and for services rendered at or from the Facility pursuant to the~~

~~permission granted hereby; provided, however, that if the fees or any part thereof mentioned on the first page of this Permit are measured in whole or in part by the Permittee's gross receipts and by the number of items and/or units of service dispensed by a Machine the monies paid or payable to the Permittee by customers for said items and/or units of service shall be excluded from "gross receipts" and provided, further, however, that any taxes imposed by law which are separately stated to and paid by the customer and directly payable to the taxing authority by the Permittee, shall be excluded therefrom.~~

(d) The Permittee acknowledges and agrees that it shall maintain separate and distinct gross receipts records of all sales made from each Machine installed and operated by the Permittee at each location designated by the Port Authority. The Port Authority may request at any time and from time to time a sworn statement of gross receipts, which shall separately state the various types and amounts of gross receipts derived from sales made at or from each Machine and location and shall deliver such statement to the Port Authority within thirty (30) days upon receipt of such notice. The Permittee further acknowledges and agrees that the Port Authority reserves the right to implement an inventory tracking system of vending machines at the Facility and should the Port Authority so implement such an inventory tracking system, the Permittee agrees to cooperate fully with the Port Authority by promptly providing the Port Authority with all information it shall request.

14. 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 (.8%) of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of 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 (i) any rights of the Port Authority under this Permit including, without limitation, the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) 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. A bill or statement may be rendered or any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given if the same be in writing and sent by registered or certified mail addressed to the Permittee at the address specified on the first page hereof or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's representative, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as

herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003 or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

16. (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, 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 limits as set forth in Item 9 of the Cover page to this Permit.

(b) In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit.

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

(d) All insurance coverages and policies required hereunder may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-listed 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.

(e) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(f) 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 thirty (30) 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.

(g) 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.

17. (a) If the fee or fees mentioned on the first page of this Permit are measured in whole or in part by the Permittee's gross receipts or by the number of items or units of service dispensed by a Machine, the Permittee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(ii) not divert or cause or allow to be diverted, any business from the Facility;

(iii) maintain in accordance with accepted accounting practice during the effective period of this Permit and for one year after the expiration or earlier revocation thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all sales of merchandise and charges for services made through the Machines and all transactions at, through or in any way connected with the Facility, which records and books of account shall be kept at all times within the Port of New York District;

(iv) permit in ordinary business hours during the effective period of this Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision, the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account;

(v) permit the inspection by the officers, employees and representatives of the Port Authority of any equipment or devices used by the Permittee, including but not limited to coin receptacles and counting or metering devices attached to the Machines;

(vi) furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder, and if the fees or any part thereof mentioned on the first page of this Permit are based in whole or in part on the number of items or units or service dispensed by a Machine, a sworn statement showing the number of such items and/or units of service dispensed during the preceding month. When gross receipts exceed \$8,000 monthly the statements shall be certified at the Permittee's expense, by a certified public accountant; and

(vii) install and use such equipment or devices for recording sales made and services rendered as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts and sales made and services rendered.

(b) In the event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to 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 hereunder. 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.

18. Collections shall be made from the Machines in the manner and at the times specified by the Port Authority. The Port Authority shall have the right at any time and from time to time to prohibit the Permittee from making any collection from any Machines except in the presence of a representative of the Comptroller's Department of the Port Authority.

19. (a) Machines shall dispense only such merchandise and render only such services as are approved in writing by the Port Authority. Specification of merchandise and/or services in Item 4 on the first page hereof shall be an approval hereunder and all approvals hereunder shall be subject to the terms of Section 28 hereof.

(b) The Permittee agrees that prior to the installation of any Machines it shall obtain the written approval of the Port Authority as to the design and type thereof as well as the method and manner of installation and the Permittee shall comply with any requirements, procedures or standards established by the Port Authority for the installation of the Machine and for the removal and relocation thereof. The Port Authority shall designate in writing the number of Machines to be installed, maintained and serviced under this Permit and it may in its discretion, from time to time, consent to the inclusion under this Permit of an additional Machine or Machines, such additional Machine or Machines to dispense such items only and render such services only as may be approved in writing by the Port Authority. The location of each Machine covered by this Permit is to be only that designated in writing by the Port Authority. The Port Authority shall have the right, from time to time, to redesignate in writing the location or locations of any or all Machines covered by this Permit, and the Permittee shall thereupon, at its own expense, comply therewith by promptly removing and reinstalling each such Machine. The Port Authority shall also have the right, from time to time, to direct that the number of Machines covered by this Permit be decreased and the Permittee shall promptly remove the Machines as directed.

(c) In the event of the removal of any or all of the Machines covered by this Permit for any reason, including, but not limited to, revocation, expiration, redesignation or decrease, the Permittee shall, at its own expense, immediately restore the Facility at and about

the location to the same condition as before the installation, including the removal of any wires, conduits, outlets, ducts and pipes installed by or for the Permittee.

(d) The Port Authority may request from time to time and at any time a sworn statement from the Permittee as to the total number, description of types of items dispensed and locations of all Machines to which the fee under this Permit is applied on a monthly basis. The Permittee shall deliver such statement to the Port Authority within thirty (30) days upon receipt of such notice.

(e) The Permittee shall also be required to send written notice to the Port Authority (Attn: EWR Properties & Commercial Development, 1 Conrad Road, Building 1, Newark NJ 07114) at least thirty (30) days' prior to its addition or removal of a Machine from its operations at the Facility, and in such notice shall indicate the number of Machines being added or removed and the proposed location (if an addition) or then-current location (if a removal) of each such Machine. In the event the Permittee removes a Machine from operation but fails to provide the Port Authority with the required advance written notice as aforesaid, the Permittee shall nevertheless continue to be obligated to pay fees hereunder with respect to such removed Machine until the Port Authority receives such written notice and, then, the obligation to pay fees with respect to such removed Machine shall cease as of the first calendar month after the 30-day notice period has expired.

20. (a) The purposes of the Port Authority in extending the permission granted hereby is to have available at the Facility the merchandise and services which the Permittee is permitted to sell and render hereunder, and the Permittee agrees that it will conduct a first class operation and will furnish all necessary or proper Machines, fixtures, equipment, personnel, supplies, materials and other facilities and replacements therefor.

(b) The Permittee shall provide new Machines of the latest design and shall maintain all the Machines in first class appearance, condition and working order, and if the Machines dispense items, the Permittee shall keep the Machines always well stocked with merchandise of first class quality and fit for human use, and if the merchandise is intended for consumption, it shall be fresh and safely consumable. The Permittee covenants that all its merchandise and services shall comply with all applicable federal, state, municipal and other governmental laws, ordinances and regulations.

21. (a) The Permittee shall furnish all merchandise and all services at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority; provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and services in the municipality in which the Machines are located as more specifically described herein in Section 22. The Permittee shall cause the merchandise sold and the services rendered by the Machines to be available to the public during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

(b) (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.

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

22. (a) Without limiting the generality of Section 21, above, the Permittee shall comply with the Port Authority Aviation Department Street Pricing Policy. In connection therewith, the Permittee shall not charge prices to its customers in excess of "Street Prices", which for purposes of this Permit is defined as follows:

(i) if the Permittee conducts a similar business to the business operation permitted under this Permit in off-Airport location(s) in the Greater New York City - Northern New Jersey Metropolitan Area (herein referred to as "the Metro Area"), "Street Prices" shall mean the average price regularly charged by the Permittee for the same or similar item in such Metro Area location;

(ii) if the Permittee does not conduct a similar business to the business operation permitted under this Permit in off-Airport location(s) in the Metro Area, "Street Prices" shall mean the average price regularly charged in the Metro Area by similar retailers for the same or similar item;

(iii) if neither the Permittee nor other similar retailers sell a particular item in the Metro Area, "Street Prices" shall mean the average price regularly charged by the Permittee or similar retailers for the same or similar item in any other geographic area, with a reasonable adjustment for any cost of living variance between such area and the Metro Area.

(iv) If the Permittee is engaged in the business of selling duty-free goods, "Street Prices" shall mean the price regularly charged by the Permittee or similar retailer for the same or similar duty-free item at other urban airports in the Northeast region of the United States, including but not limited to Newark Liberty International Airport, Newark, New Jersey.

(b) The Permittee's breach of the aforesaid Street Pricing Policy (as defined herein) shall be deemed a material breach of the Permittee's obligations under this Permit.

(c) The Permittee shall post in each sales area (including any temporary sales space) a notice in form and substance satisfactory to the Port Authority notifying the public that the Permittee subscribes to a "Street Pricing Policy", such notice to be clearly visible and unobstructed. If the Permittee charges any price to a customer in excess of the price, which would satisfy the "Street Pricing Policy" in violation of its obligations under this Permit, the amount of such excess shall constitute an overcharge, which shall upon demand by the Port Authority or the Permittee's customer, be promptly refunded to the customer.

(d) The Permittee shall submit to the Port Authority, from time to time, an annual pricing report demonstrating compliance by the Permittee with the aforementioned pricing requirements. For purposes of establishing the Street Price of an item, any difference in the size or quality of a product or service shall constitute a price differential.

23. The Permittee shall not place or cause or permit to be placed any sign, poster or advertising matter whatsoever of the Permittee or of third parties on the Facility or on the

Machines or the items dispensed therefrom without the prior written approval of the Port Authority. The restriction hereunder shall not apply to manufacturers' own advertising appearing on items dispensed by the Machines. The Port Authority may at any time and from time to time withdraw its approval under this Section. Any sign, poster or advertising matter not so approved may be removed by the Port Authority at the expense of the Permittee.

24. (a) The Permittee shall place in a conspicuous place on each Machine installed and operated pursuant to the permission granted hereunder a Port Authority standard vending machine decal containing such information as the Port Authority may from time to time determine to be necessary including, without limitation the name and address of the Permittee, the location of the Machine, type of product or service to be dispensed and Permit Number.

(b) The Permittee shall promptly handle in a manner satisfactory to the Port Authority all customer complaints including, but not limited to, those based on failure or malfunction of the Machines or defective merchandise dispensed or services rendered therefrom or thereby and the Permittee shall make all suitable refunds, exchanges, credits and allowances in connection therewith.

25. (a) The Permittee shall daily remove from the Facility all garbage, debris, litter, liquids and other waste materials arising out of the operation of the Machines, or customer disposal of the Permittee's merchandise.

(b) For the purpose of temporary storage, the Permittee shall provide and maintain in a clean and sanitary condition, suitable garbage and waste receptacles, the same to be made of metal and equipped with tight fitting covers. The covers may have self-closing openings for disposal purposes. The receptacles shall be kept completely covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris, litter and other waste materials from the Facility. The manner of such storage and removal shall be subject in all respects to the approval of the Port Authority. No facilities of the Port Authority shall be used for such removal and storage without the approval of the Manager of the Facility.

26. (a) The Port Authority shall furnish electricity of the voltage, phase and type already available at the location and cold water sufficient for the operation of such of the Machines as may require the same; provided, however, that the Port Authority may at any time after installation of appropriate meters, sell electricity and/or cold water to the Permittee and the Permittee agrees to pay therefor at the same rates charged by the Port Authority to other permittees at the Facility at the time the electricity and/or cold water is supplied for the same quantity, under the same conditions and in the same service classification. Charges for electricity and/or cold water shall be payable when billed. The quantity of service consumed shall be measured by meters installed for the purpose; provided, however, that if for any cause any meter fails to record the consumption of electricity or cold water, the consumption during the period the meter is out of service will be considered to be the same as the consumption for a like period either immediately before or immediately after the interruption, as selected by the Port Authority.

(b) The Port Authority shall also make available without additional charge, non-exclusive toilet and washroom facilities for the employees of the Permittee.

(c) No failure, delay or interruption in supplying agreed services (whether separately charged for or not) shall release the Permittee from any of its obligations hereunder or be, (unless resulting from the negligence of the Port Authority and continuing for a period of five

(5) days after notice to the Port Authority) grounds for any claim by the Permittee for damages, consequential or otherwise.

(d) The Permittee shall provide and install all wires, conduits, outlets, ducts and pipes necessary to supply the electricity and/or cold water to the Machines which may require the same. Such installation shall be subject to the provisions of Section 8 hereof.

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

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

28. The Port Authority may at any time and from time to time by notice to the Permittee withdraw or modify any approval, designation or direction given hereunder by the Port Authority.

29. The privilege granted by this Permit is non-exclusive.

30. Wherever in this Permit, including all endorsements and exhibits thereto, the pronoun "it" or the adjective "its" may occur, referring to the Permittee, the said pronoun or adjective shall be deemed and taken to mean "it", "he", "him", "she", "her", "they", "them" or "its", "his", "her", "hers", "their" or "theirs", as the circumstances of the reference and the gender and number of the Permittee may require.

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

32. (a) 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.

(b) The Permittee shall procure all licenses, certificates, permits or other authorization necessary for the Permittee's operations at the Facility from all governmental authorities, if any, having jurisdiction.

(c) 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 operations hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

(d) The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of any such requirements.

33. 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 permittees 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.

34. (a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (i) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any space at the Airport and the exercise of any privileges under this Permit, (ii) in the construction of any improvements on, over, or under any space at the Airport and the furnishing of any service thereon by the Permittee, no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, and (iii) the Permittee shall use any space at the Airport and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Section in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Section shall constitute a material breach of this Permit. Without limiting any other term or provision hereof

or any other rights or remedies of the Port Authority hereunder or at law or equity, in the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) Without limiting any other term or provision hereof, the Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Section and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Section shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any space at the Airport, or any right to use or occupy any space at the Airport.

35. In the event 49 CFR Part 23 is applicable to the permission granted under this Permit, then:

(a) This Permit is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

(b) The Permittee agrees to include the statement set forth in paragraph (a), above, in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.

(c) The Permittee agrees to comply with the terms and provisions of Schedule G, annexed hereto and hereby made a part hereof.

36. The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

37. (a) The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Board of Fire Underwriters and The Fire Insurance Rating Organization of New Jersey, and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Section, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall

on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

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

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

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

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

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

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

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

(c) For the purpose of this Section, "Facility" includes all structures located thereon.

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

39. The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the Manager of the Facility covering the operations of the Permittee under this Permit at any time and from time to time.

40. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed. The foregoing reference to summary proceedings shall not be construed to mean that a landlord-tenant relationship exists between the Port Authority and the Permittee.

41. 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 operate the Machines

after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination and ending on the date that the Permittee shall cease to operate the Machines at the Airport equal to twice the sum of the fee payable hereunder. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to operate the Machines at the Airport after the expiration, revocation or termination of the effective period of the permission granted under this Permit. The Permittee acknowledges that the failure of the Permittee to cease to operate the Machines at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

42. This Permit and any claim, dispute or controversy arising out of, under or related to this Permit shall be governed by, interpreted and construed in accordance with the laws of the State of New Jersey, without regard to choice of law principles.

43. No Commissioner, director, officer, agent or employee of either party shall be charged personally by the other party with any liability, or held liable to the other party, under any term or provision of this Permit, or because of the party's execution or attempted execution, or because of any breach thereof.

44. This Permit, including the attached exhibits, endorsements and schedules, constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended, except by written endorsement duly executed on behalf of the parties and attached hereto. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

For the Port Authority

Initialed:

For the Permittee

STANDARD ENDORSEMENT NO. 19.3,

PARTICULAR FACILITY

Newark Liberty International Airport

08/02

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

“Newark Liberty International Airport” or “Airport” shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked “Exhibit A”, as contained within the limits of a line of crosses appearing on said exhibit and designated “Boundary of terminal area in City of Newark”, and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

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

SPECIAL ENDORSEMENTS

1. (a) Subject to all of the terms and conditions of this Permit, the Port Authority hereby grants to the Permittee the privilege and the Permittee hereby assumes the obligation, of installing, maintaining and operating self-service airline passenger luggage cart control units (herein sometimes called the "*Machines*"), providing airline passenger luggage carts and in conjunction therewith, operating an airline passenger luggage cart retrieval service (hereinafter the airline passenger luggage cart control units, the airline passenger luggage carts and the retrieval service are sometimes collectively called the "*Service*") to all passengers at the Airport and the Permittee agrees to provide such Service at such locations in and outside the various airline terminals, parking lots and courtyards at the Airport as shall be designated in writing by the Port Authority from time to time and for no other purpose or purposes whatsoever. The price that the Permittee shall charge for each luggage cart provided as a part of the Service shall be Five Dollars (\$5.00) per cart with no refund for returned carts. As part of the Service the Permittee shall provide the "*Customs Cart Service*" as defined in paragraph (b) below.

(b) (1) Without limiting the generality of the provisions of paragraph (a) of this Special Endorsement No. 1, the Permittee agrees to provide the Service to all international and domestic passengers at the Airport and the Permittee agrees to provide such Service at such locations in and outside the various airline terminals (hereinafter the "*Terminals*") as shall be designated in writing by the respective Terminal Operator (as defined herein) or the Port Authority from time to time, and parking lots and parking structures (hereinafter the parking lots and the parking structures collectively shall be referred to as "*Parking Lot(s)*") at the Airport and the AirTrain stations ("*AirTrain Station(s)*") as shall be designated in writing by the Port Authority. As part of the Service the Permittee shall provide the "*Customs Cart Service*," as defined herein, at the Airport. The Permittee agrees to furnish and provide all the necessary personnel, equipment, material and all other things necessary to provide such Customs Cart Service. The Permittee is hereby granted the privilege to provide to those airlines located in the FIF (as defined herein) at the Airport (the "*FIF Airlines*") electronic debit cards (hereinafter such electronic debit cards shall be referred to as "*Smarte Cards*"). The Smarte Cards are permitted to be used by the FIF Airlines crew members in order for the crew members to obtain the Service (such portion of the Service being herein called the "*Smarte Cards Service*").

(2) The "*Customs Cart Service*" shall be defined herein as Service to arriving international passengers at the Airport in the Secured federal inspection facility (hereinafter each such area called an "*FIF*") of such Terminals as shall be approved by the Port Authority at the Airport.

(3) It is understood and acknowledged by the Permittee that the Permittee hereby agrees to provide luggage carts through the Customs Cart Service sufficient to meet the requirements of passengers using each Terminal. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of space and facility as may be designated by the Port Authority to be used by the Permittee for the Customs Cart Service nor the operational and other procedures which the respective terminals may require the Permittee to observe in carrying out its privileges and obligations hereunder.

(4) Without limiting the generality of Term and Condition No. 33 hereof, the Permittee is obligated to apply for and to obtain for itself and its employees all security clearances, consents, passes and approvals which are necessary for its employees to gain access to and serve the terminals and any other restricted areas of the Airport required for

the Customs Cart Service and to cooperate in every way with all Federal Inspection Services, including but not limited to securing, at its sole cost and expense, if required by the U.S. Customs Service, a "*Customs Area Security Bond*" or other assurance as required by the U.S. Customs Service in connection with providing the Customs Cart Service to such area of the Airport used by the U.S. Customs Service.

(c) Without limiting the generality of any of the other provisions of this Permit, the Service shall be provided by the Permittee in accordance with the following:

(1) The Permittee shall update and replenish the cart inventory and provide Two Thousand Five Hundred (2,500) new Machines and accompanying equipment, of the latest design. All Machines, luggage carts and other equipment installed or provided by the Permittee hereunder shall be of the type and specifications set forth in the "Equipment Schedule" attached hereto, hereby made a part hereof and marked "*Schedule A*" with all luggage carts having the "optional braking system", or as may otherwise be approved in writing by the Port Authority from time to time, and shall at all times must meet the highest standards of appearance and safety.

(2) The Permittee shall provide to its employees on the Airport Port Authority approved uniforms identifying the Permittee's organization, badges identifying its employees, and employee operations and customer service training, at no additional or separate cost to the Port Authority. The employee training program must be submitted to, reviewed and approved by the Port Authority, in writing prior to the training taking place.

(3) The Permittee shall maintain a sufficient and even dispersal of luggage carts throughout the Airport at all times in numbers sufficient to meet customer demand therefor. The total number of luggage carts and the locations of the Machines on the Effective Date shall be as specified in the Operations Plan, attached hereto and hereby made a part hereof but at no time shall there be less than Two Thousand Five Hundred (2,500) luggage carts available for use by the public on the Airport.

(4) The purpose of the Port Authority in extending the permission granted hereby is to have available at the Airport the Service, and the Permittee agrees that it will conduct a first class operation and will furnish all necessary or proper machines, fixtures, equipment, personnel, supplies, materials and other facilities and replacements therefor. The Permittee shall maintain the Machines, luggage carts and all other equipment installed or provided by it at the Airport in first-class working order, appearance and condition, making all repairs and replacements necessary therefor and shall keep the Machines well stocked with luggage carts.

(5) The Permittee's employees shall at all times conduct themselves in a professional, helpful and courteous manner to Airport patrons to provide the highest possible levels of customer service at the Airport.

(6) The Permittee recognizes that portions of the Airport where the Permittee's Machines and other equipment may be installed are under lease to third parties (which parties are herein referred to as a "*Terminal Operator*") for their exclusive occupancy

and that the Permittee must by independent arrangement with each Terminal Operator acquire the right or rights of access and use necessary for the operation of the Service by the Permittee in such areas and shall make its own arrangements with each Terminal Operator for the supply to its Machines and other equipment of such utilities and services as it may require. Each such arrangement between the Permittee and a Terminal Operator shall be subject to the approval of the Port Authority. The Port Authority makes no representations or warranties as to the location, size, adequacy, suitability or availability of any such areas or facilities to be used by the Permittee in the exercise of its privileges hereunder. The Permittee further understands that its operations in such areas shall also be subject to the respective lease between the Port Authority and the Terminal Operator covering such exclusive occupancy and in the event of expiration or earlier termination of any such lease then the privileges granted under this Permit shall terminate with respect to the areas covered by such lease. In the event of any inconsistency between the terms of any such lease and the terms of this Permit the terms of this Permit shall control as between the Permittee and the Port Authority.

(7) The Machines shall dispense only such luggage carts and render such services as are approved in writing by the Port Authority.

(8) The Port Authority and the respective Terminal Operator shall approve the number and location of Machines and other equipment to be installed, maintained and serviced under this Permit and each may in its discretion, from time to time, consent to the inclusion under this Permit of an additional Machine or Machines and other equipment required to provide the Service. The location of each Machine and other equipment covered by this Permit is to be only that approved by the Port Authority and the respective Terminal Operator. The Port Authority or the respective Terminal Operator shall have the right, from time to time, to redesignate the location or locations of any or all Machines and other equipment covered by this Permit, and the Permittee shall thereupon at its own expense, comply therewith by promptly removing and reinstalling each such Machine and other equipment. The Port Authority shall also have the right, from time to time, to direct that the number of Machines and other equipment covered by this Permit be decreased and the Permittee shall promptly remove the Machines and other equipment as directed.

(9) In the event of relocation or removal the Permittee shall leave the vacated area in the condition required under this Permit in the case of expiration, and all obligations with respect to the vacated area which would have matured on the effective date of expiration of the Permit shall mature as to the vacated area on the required date of relocation or removal. In the event the Permittee fails to immediately transport any of its Machines and other equipment to a newly designated location, or to remove any of its Machines and other equipment, the Port Authority shall have the right to do so at the risk of the Permittee, and the Permittee shall pay the Port Authority the expense thereof on demand. Without limiting the foregoing, the Permittee agrees to take good care of each designated area and to restore the same upon the expiration or revocation of the effective period of the permission granted under this Permit to the condition existing prior to the installation of the Permittee's Machines and other equipment.

(10) (i) Without limiting the provisions of Section 6 of the foregoing Terms and Conditions and in addition thereto, the Permittee agrees that prior to the

installation of any Machines and other equipment it shall obtain the written approval of the Port Authority and the respective Terminal Operator as to the design and type thereof as well as the method, time and manner of installation and the Permittee shall comply with any requirements, procedures or standards established by the Port Authority for the installation of the Machines and other equipment and for the removal and relocation thereof. In the event of any such installment or performance without the approval of the Port Authority and the respective Terminal Operator, then upon such notice from the Port Authority or the Terminal Operator, the Permittee shall remove the same or cause the same to be changed to the satisfaction of the Port Authority and the respective Terminal Operator.

(ii) Nothing contained in this Permit shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Airport, including without limitation the installation of any Machines at the Airport. The Permittee agrees that no construction or installation, as aforesaid, shall be performed without the prior written approval of the Port Authority and the applicable Terminal Operator, if any, and subject to the terms and conditions of the this Permit and an approved Port Authority Alteration Application.

(11) The Permittee shall post informational and rate signs on the Machines and any other appropriate signage that the Port Authority or the Terminal Operator believes is necessary to provide the Service in accordance herewith. The Permittee shall place in a conspicuous place on each Machine installed and operated pursuant to the permission granted hereunder the name and address of the Permittee, the location of the Machine, or piece of other equipment, the Permit Number and such other information as the Port Authority may from time to time determine to be necessary.

(12) The Permittee understands and agrees that no reimbursement will be made by the Port Authority to the Permittee for any lost or stolen carts. The collection of lost or stolen carts is the responsibility of the Permittee.

(13) Collections shall be made from the Machines in the manner and at the time specified by the Port Authority. The Port Authority shall have the right at any time and from time to time to prohibit the Permittee from making any collection from any Machines except in the presence of a representative of the Comptroller Department of the Port Authority.

(14) The Permittee shall promptly handle in a manner satisfactory to the Port Authority all customer complaints including but not limited to those based on a shortage of luggage carts, failure or malfunction of the Machines or other equipment of the Permittee or defective luggage carts rendered therefrom or thereby and the Permittee shall make all suitable refunds, exchanges, credits and allowances in connection therewith. Without limiting the generality of the foregoing, the Permittee shall pay to the Port Authority liquidated damages of in the amount of Fifty Dollars and No Cents (\$50.00) for each instance where (1) the Permittee has failed to replenish a cart dispensing location within fifteen (15) minutes of notification by the Port Authority or a Terminal Operator that there are no carts available in such dispensing location and (2) the Permittee has failed to commence retrieving carts from any location within fifteen (15) minutes of notification by the Port Authority or a Terminal Operator that uncollected carts discarded by airport patrons are congregated in such numbers

or in such manner that they are causing an unsightly or unsafe condition.

2. Renewal Option: The Port Authority shall have the right, at its sole discretion, to extend this Agreement for a period of five (5) additional years subsequent to the Expiration Date, such extension period to commence on October 1, 2016 and to expire on September 30, 2021 ("*the Extension Term*"). The Extension Term shall contain the same Terms and Conditions of this Agreement, with the exception that the Percentage Fee (as defined herein) shall be an amount equal to the excess over the Minimum Annual Fee Amount of Twenty-Seven Percent (27%) of all of the Gross Receipts for each Annual Period. In addition, if necessary, as determined by the sole and exclusive opinion of the Port Authority, the Permittee shall be required to upgrade and replace Two Thousand Five Hundred (2,500) Machines and, if necessary, as determined by the sole and exclusive opinion of the Port Authority, upgrade and replace the vending systems at the Airport upon the start of the Extension Term. The Port Authority will advise the Permittee in writing, at least six (6) months prior to the Expiration Date if it elects to exercise its right to extend the term of this Agreement. Upon the exercise of the Port Authority of its option to extend as aforesaid, no execution by either party of any other document or instrument shall be required to effect such extension of the term of this Agreement.

3. Fees:

(a) The following terms shall have the meaning as used herein:

(1) "*Annual Period*" shall mean, as the context requires, the twelve-month period commencing on the Effective Date and each twelve-month period thereafter occurring during the effective period of the permission granted under this Permit, commencing with each anniversary of the Effective Date, provided, however, that the last Annual Period shall expire in any event on the earliest to occur of the date of expiration, termination or revocation of this Permit.

(2) "*Gross Receipts*" shall mean and include all monies paid or payable to the Permittee for services rendered at or from the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Airport, provided, however, that there shall be excluded from such Gross Receipts the following: (i) any sales taxes imposed by law which are directly payable to the taxing authority by the Permittee and (ii) amounts upon which Gross Receipts fees are payable or exempt from payment to the Port Authority pursuant to other agreements with the Permittee.

(3) "*Minimum Annual Fee Amount*" shall mean One Hundred Twenty-Six Thousand Dollars and No Cents (\$126,000.00), payable in monthly installments of Ten Thousand Five Hundred Dollars and No Cents (\$10,500.00).

(b) Basic Fee

(1) The Permittee shall pay to the Port Authority a basic fee at the rate Ten Thousand Five Hundred Dollars and No Cents (\$10,500.00) (the "*Basic Fee*"). The Permittee shall pay the Basic Fee monthly in advance on the Effective Date and on the first day of each calendar month thereafter occurring during the period of permission hereunder.

(2) In the event that this Permit shall commence or shall expire or be revoked or terminated on other than the last day of a calendar month, the Basic Fee payable for such calendar month shall be an amount equal to the applicable monthly installment set forth in paragraph (b)(1) above multiplied by a fraction, the numerator of which shall be the number of days in such calendar month in which this Permit was in effect and the denominator of which shall be the full number of days in such calendar month.

(c) Percentage Fee

(1) In addition to the Basic Fee payable hereunder, the Permittee shall pay to the Port Authority a Percentage Fee for each Annual Period in an amount equal to the excess over the Minimum Annual Fee Amount of Twenty-Two Percent (22%) of all of the Gross Receipts for such Annual Period (the "*Percentage Fee*").

(2) The computation of the Percentage Fee for each Annual Period, or a portion of an Annual Period as hereinafter provided, shall be individual to such Annual Period, or such portion of an Annual Period, and without relation to any other Annual Period, or any other portion of any Annual Period.

(3) For the purpose of calculating the Percentage Fee due for any Annual Period which contains less than 365 days, the applicable Minimum Annual Fee Amount shall be multiplied by a fraction, the numerator of which shall be the number of days from the commencement of such Annual Period through the last day thereof, both dates inclusive, and the denominator of which shall be 365.

(4) Notwithstanding Term and Condition 13(a), the Permittee shall report Gross Receipts and shall pay the Percentage Fee as follows: on the 20th day of the first month following the commencement of each Annual Period and on the 20th day of each and every month thereafter including the month following the end of each Annual Period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a sworn statement showing all Gross Receipts arising from the Permittee's operations at the Airport in the preceding month, and also showing its cumulative Gross Receipts from the date of the commencement of the Annual Period for which the report is made through the last day of the preceding month and the percentage stated in paragraph (c)(1) of this Special Endorsement. Whenever any monthly statement shall show that the percentage set forth in paragraph (c)(1) of this Special Endorsement applied to all of the Gross Receipts for the Annual Period for which the report is made is in excess of the Minimum Annual Fee Amount, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the excess of such sum over the Minimum Annual Fee Amount, and shall thereafter on the 20th day of each month during that Annual Period, and the month following the end of that Annual Period, including the month following the expiration of the permission granted hereunder, pay an amount equal to such percentage of its Gross Receipts for each subsequent month during that Annual Period.

(5) Upon the termination or revocation of the period of the permission granted hereunder (even if any revocation or termination is stated to have the same effect as

expiration), Gross Receipts shall be reported and the Percentage Fee shall be paid within twenty (20) days after the effective date of such termination or revocation, as follows. The Permittee shall render to the Port Authority a sworn statement separately showing of all its cumulative Gross Receipts for the Annual Period in which the effective date of termination or revocation falls and also the percentage set forth in paragraph (c)(1) of this Special Endorsement. The payment then due on account of all Gross Receipts for the Annual Period in which the effective date of termination or revocation falls shall be the excess over the prorated Minimum Annual Guaranteed Amount of the percentage stated in paragraph (c)(1) of this Special Endorsement applied to all the Gross Receipts arising during such Annual Period; said Minimum Annual Guaranteed Amount being prorated as set forth in paragraph (c)(3) above, less any Percentage Fee payments previously made for such Annual Period.

(6) Notwithstanding that the Percentage Fee and the Minimum Annual Guaranteed Amount may have been determined on an annual basis, such determination shall not in any way restrict or impair the Port Authority's right to revoke this Permit upon thirty (30) days' written notice to the Permittee.

(7) Notwithstanding that the Percentage Fee hereunder is measured by a percentage of Gross Receipts, no partnership relationship or joint venture between the Port Authority and the Permittee is created or intended to be created by this Permit.

(8) Without limiting the requirement for Port Authority approval, if the Permittee conducts any privilege or any portion thereof through the use of a contractor or other third party which is not a Port Authority permittee and where the payments for any of the foregoing are made to such contractor rather than to the Permittee, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to the Permittee for purposes of determining the Permittee's Gross Receipts, provided, however, that the foregoing shall not grant or be deemed to grant any right or permission to the Permittee to use an independent contractor or other third party to perform any privilege or portion thereof or the doing of anything hereunder by an independent contractor or other third party.

(9) To the extent that the Permittee has not already done so at the time of execution of this Permit and without limiting the generality of any other term or provision hereof, the Permittee agrees to submit monthly statements of Gross Receipts and to pay, at the time of execution and delivery of this Permit to the Port Authority, all fees and other amounts due under this Permit to the Port Authority for the period from the Effective Date to the time of execution and delivery of this Permit by the Permittee.

(10) The Permittee shall furnish to the Port Authority on or before the twentieth day of July of each calendar year following the Effective Date a statement of all Gross Receipts for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant.

4. Advertising/Public Notices:

(a) *Advertising/Public Notices Placed by the Port Authority*

(i) The Permittee shall have the obligation to accept the installation, placement, maintenance and operation of (x) such airport and other public service announcements and news as the Port Authority may supply or designate and (y) advertising displays, posters, and such other advertising media and public notices as may be directed by the Port Authority (all such airport and other public service announcements and news, and all such advertising displays, posters, advertising media and public notices, being collectively hereafter called "*PA Advertising Items*") on such of the Permittee's machines and luggage carts as are being operated at the Airport pursuant to this Permit. The Permittee shall be responsible for mounting PA Advertising Items on luggage carts at the direction of the Port Authority, at its own cost and expense, and shall not place PA Advertising Items on any Machine or luggage cart without the express direction of the Port Authority; provided, however, that the Permittee shall not be required to place such material in any machine or luggage cart if the Permittee has arranged with a third party for the display of advertising matter in such Machine or luggage cart pursuant to the provisions of subparagraph (a)(ii), below, during the period covered by the Port Authority's notice.

(ii) Without limiting any other item or provision hereof, the Permittee shall impose no charge to the Port Authority, or any contractor or advertising permittee which has been selected by the Port Authority, to install, place, maintain and operate PA Advertising Items on its behalf, in connection with the display of PA Advertising Items on any Machine or any of the Permittee's luggage carts. Accordingly, the Permittee shall not be entitled to any compensation with PA Advertising Items.

(b) *Advertising Place by Third Parties*

(i) Subject to the terms and provisions of this Permit, the Permittee shall have the right to solicit and/or enter into agreements with third party advertising companies which desire to install, place, maintain and operate advertising displays, posters, and other advertising media on any luggage cart at the Airport that is covered by this Permit (all such third party advertising displays, posters and other advertising media being individually called a "*Third Party Advertising Item*" and collectively called "*Third Party Advertising Items*").

(ii) No Third Party Advertising Item shall be placed, installed or operated by the Permittee in any luggage cart unless the Port Authority has given its prior approval as to the type, size, quality, kind, form, substance and character of the display, poster, exhibit or media, including the content thereof and the operation and maintenance thereof. Once installed, a Third Party Advertising Item must meet the Port Authority's continued approval as to the content thereof and the operation and maintenance thereof. Any Third Party Advertising Item which does not continue to meet with the approval of the Port Authority shall be immediately removed by the Permittee on notice from the Port Authority.

(iii) All arrangements of the Permittee with third parties for the display of advertising matter at the Airport shall be represented by written agreements with such third parties. True and accurate copies of all executed agreements shall be delivered by the Permittee to the Port Authority upon request. Without limiting the foregoing, the Permittee agrees that each such agreement entered into by it shall contain provisions making such agreement subject to all the provisions of this Permit and specifically stating that no party thereto shall obtain thereunder privileges greater than those granted under this permit. All monies paid or payable to or received or receivable by the Permittee for or in connection with any Third Party Advertising Item displayed, shown, exhibited or disseminated by the Permittee, including charges for normal placement, installation, operation, and maintenance thereof, shall be fully set forth in the Permittee's third party agreements.

(iv) In addition to such information and documentation as the Permittee is required to make available pursuant to this Permit, the Permittee agrees from time to time, at the request of the Port Authority, to provide to the Port Authority the following information in a form acceptable to the Port Authority: an updated inventory list and description of all Third Party Advertising Items installed by the Permittee pursuant to the provisions of this Permit, including, without limitation, the number, type and location of the advertising display item, the billings generated by each of the Permittee's advertising accounts at the Airport, and the Permittee's advertising rates with respect to such Third Party Advertising Items. The Permittee shall permit the Port Authority, by its agents, employees, and representatives, to examine and audit the records and books of account of the Permittee in connections with all of the foregoing, it being understood that nothing contained in this paragraph shall relieve the Permittee of its obligations to provide the documents and information described elsewhere in this permit, or shall be deemed to be a waiver by the Port Authority of any rights to examine any other documents and information relating to the Permittee's operations in connection with this Permit.

(v) All revenues and other compensation derived by the Permittee from Third Party Advertising Items shall be paid and allocated as follows: (x) Permittee may charge third parties at a rate in the range of Twenty-Two Dollars and No Cents (\$22.00) to Thirty Dollars and No Cents (\$30.00) per luggage cart per month and (y) revenues and other compensation derived therefrom shall be paid forty percent (40%) to the Port Authority, thirty percent (30%) to the third party advertising agency which is responsible for the media placement, and the remaining thirty percent (30%) may be retained by the Permittee. Moneys paid or payable to the Port Authority pursuant to this subparagraph shall be made on a monthly basis together with payments of the percentage fee due hereunder, together with monthly statements setting forth the details substantiating such payments, which monthly statements shall include, without limitation, the identity of the third party advertising company which placed the Third Party Advertising Item; the number, type and location of the Third Party Advertising Item; the billings generated by each of the Permittee's advertising accounts at the Airport for the preceding month and cumulatively for the annual period to which such monthly report occurs; and the Permittee's advertising rates with respect to such Third Party Advertising Items.

5. Gifts and Gratuities:

(a) During the term of this Permit, the Permittee shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e, a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Permittee on behalf of the Port Authority, whether or not such duties are related to this Permit or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Permit.

(b) As used herein "*anything of value*" shall include but not be limited to any (i) favors, such as meals, entertainment, transportation (other than that contemplated by the Permit or any other Port Authority contract), etc., which might tend to obligate the Port Authority employee to the Permittee, and (ii) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Permit or any other Port Authority contract.

(c) In addition, during the term of this Permit, the Permittee shall not make an offer of employment or use confidential information in a manner proscribed by the Port Authority's Code of Ethics and Financial Disclosure dated as of April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

6. Security Agreement:

The Port Authority and the Permittee have previously entered into a security agreement dated October 1, 2003 and identified by Port Authority No. AX-762, Supplement 1 (the "*Security Agreement*"), covering the deposit of security with the Port Authority. Without limiting the terms and conditions of the Security Agreement, the Permittee understands and agrees that a breach of the Security Agreement by the Permittee shall be and be deemed be a breach of this Permit by the Permittee permitting the Port Authority to revoke this Permit for cause.

7. Non-Exclusivity:

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, or the securing or otherwise providing for luggage handling services through the contracting of skycaps, porters or other means. Neither the granting to others of rights and privileges similar or greater than the rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted by the Port Authority or relieve the Permittee of any of its obligations hereunder.

8. Miscellaneous:

(a) For the purposes of this Permit, a default by the Permittee in keeping, performing or observing any promise, obligation, term or agreement set forth herein on the part of the Permittee to be kept, performed or observed shall include the following whether or not the time has yet arrived for the keeping, performance or observance of any such promise, obligation, term or agreement:

(1) a statement by the Permittee to any representative of the Port Authority indicating that it cannot or will not keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit;

(2) any act or omission of the Permittee or any other occurrence, which makes it impossible at the time that it will be able to keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit; or

(3) any suspension of or failure to proceed with any part of the privileges to be performed by the Permittee which makes it improbable at the time that it will be able to keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit.

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

(c) The Permittee shall have no right hereunder to carry on any business or operation at the Airport other than that specifically provided herein.

(d) The Port Authority may at any time and from time to time by notice to the Permittee withdraw or modify the approval, designation or direction given hereunder by the Port Authority.

(e) The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Airport, except that the Permittee shall have the right to park luggage cart trailers, pick-up trucks and service van trailers for such time as is reasonably necessary for loading and unloading luggage carts and other equipment used by Permittee in providing the Service.

(f) The words "permission" and "privilege" are used interchangeably in this Permit, and except where expressly provided to the contrary, shall mean the privileges granted by this Permit.

(g) The section, paragraph and other 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.

9. No Waiver:

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

10. Removal of Property:

(a) All Machines and other personal property placed or installed by the Permittee at the Airport shall remain the property of the Permittee and must be removed within 72 hours after the expiration, revocation, cancellation or termination of the permission hereby granted, whichever shall be earlier.

(b) Any such property remaining at the Airport after the effective date of such expiration, revocation, cancellation or termination shall be deemed abandoned by the Permittee and may be removed and disposed of by the Port Authority or the Terminal Operator in any manner they so determine in their sole discretion and all the proceeds of any removal or disposition by the Port Authority shall be retained by the Port Authority for its account and all costs and expenses of such removal and disposition shall be paid to the Port Authority by the Permittee when billed and all the proceeds of any removal or disposition by the Terminal Operator shall be retained by the Terminal Operator for its account and all costs and expenses of such removal and disposition shall be paid to the Terminal Operator by the Permittee when billed.

11. Restoration:

The areas of the Airport affected by any removal of a Machine or other personal property of the Permittee shall be restored by the Permittee to the condition existing prior to any installation, including without limitation the removal of any wires, conduits, outlets, ducts and pipes installed by or for the Permittee.

12. Electricity:

In areas under the control of the Port Authority, electricity for the operation of the Machines will be provided by the Port Authority to the Permittee, without charge, through existing conduits, wires and outlets.

13. Prohibited Acts:

(a) 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 to and without limiting Term and Condition No. 37 hereof, 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 and subject to the provisions of Section 8 of the Terms and Conditions hereof, be completely removed and/or remediated by the Permittee at its sole cost and expense. The obligations of the Permittee pursuant to this Special Endorsement No. 13(a) shall survive the expiration, revocation, cancellation or termination of the Permit.

(b) "*Hazardous Substance*" shall herein be defined as 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.

(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) The Permittee shall not solicit business on the public areas of the Airport and the use, at any time, of hand or standard megaphones, loudspeakers or any electric, electronic or other amplifying device is hereby expressly prohibited.

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

14. Work and Labor Harmony:

(a) The Permittee shall so plan and conduct its operations as to work in harmony with the operations of others at the Airport and not to delay, endanger or interfere with the operations of others (whether or not specifically mentioned herein), all to the best interest of the Port Authority and the users of the Airport and as may be directed by the General Manager of the Airport.

(b) The Permittee is advised to ascertain whether any on now represented or not represented at the Airport will claim jurisdiction over any aspect of the operations to be preformed hereunder, and its attention is directed to Term and Condition No. 38 hereof. Further,

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.

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

(d) 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 the Permit.

15. Business Development and Records:

(a) In connection with the exercise of the privileges granted hereunder, the Permittee shall:

(1) use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(2) not divert or cause or allow to be diverted, any business from the Airport;

(3) maintain, in English and in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Permittee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, records of daily forms and work schedules) recording all transactions of the Permittee at, through, or in anywise connected with the Airport, including without limitation the Investment Amount, all charges for services made through the Machines, Gross Receipts from each Machine installed and operated by the Permittee at each location and such additional monthly statistics and information that the Port authority may from time to time and at any time require, which records and books of account shall be kept at all times within the Port of New York District;

(4) 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 (any such company being hereinafter called an "Affiliate" and all such companies being hereinafter called the "Affiliates") to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation, cancellation or termination

thereof, and for a further period extending until the Permittee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District;

(5) permit and/or cause to be permitted in ordinary business hours during the effective period of this Permit, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Permittee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and the Investment Amount, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and the Investment Amount and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "*Books and Records*") within ten (10) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records;

(6) install and use such cash registers, sales slips, invoicing machines and any other equipment or devices, including without limitation computerized record keeping systems, for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of Gross Receipts, and without limiting the generality of the foregoing, for any privilege involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals; and

(7) permit the inspection by the officers, employees and representatives of the Port Authority of any equipment or devices used by the Permittee, including but not limited to coin receptacles and counting or metering devices attached to the Machines.

(b) (1) 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 paragraph (a) above, the Permittee understands that the full reporting and disclosure to the Port Authority of all Gross Receipts and the Permittee's compliance with all the provisions of paragraph (a) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under this Permit.

(2) In the event any Books and Records are maintained outside the Port of New York District then, in addition to all, and without limiting any other, rights and

remedies of the Port Authority under this Permit or otherwise and in addition to all of the Permittee's other obligations under this Permit, the Port Authority in its sole discretion may (x) require on ten (10) days' notice to the Permittee that any such Books and Records be made available to the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (y) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority, for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit and if such Books and Records are maintained outside the contiguous United States the Permittee shall pay to the Port Authority when billed all costs and expenses of the Port Authority, as determined by the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination. Further, in the event that the Permittee has not made any Books and Records which are maintained outside of the Port of New York District available to the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof within ten (10) days after the Permittee's receipt of notice from the Port Authority to do so, the Port Authority may estimate the Gross Receipts 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.

(3) In the event of the failure of the Permittee to comply with any of the provisions of paragraph (a) above then, except for the failure of the Permittee to maintain the Books and Records in the Port of New York District which failure is covered by subparagraph (b)(ii) above, in addition to all, and without limiting any other, rights and remedies of the Port Authority under this Permit or otherwise and in addition to all of the Permittee's other obligations under this Permit the Port Authority may estimate the Gross Receipts 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.

(c) Without implying any limitation on the rights or remedies of the Port Authority under this Permit or otherwise including without limitation the right of the Port Authority to revoke this Permit for cause for breach of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, in the event any of the Books and Records are not maintained in English, then the Permittee shall pay to the Port Authority when billed, all costs and expenses of the Port Authority, as determined by the Port Authority, to translate such Books and Records into English.

(d) The foregoing auditing costs, expenses and amounts of the Port Authority set forth in paragraphs (b) and (c) above shall be deemed fees under this Permit payable to the Port Authority with the same force and effect as the Basic Fee and Percentage Fee and all other fees payable to the Port Authority under this Permit.

16. OFAC Compliance. (a) *Permittee's Representation and Warranty.* The Permittee hereby represents and warrants to the Port Authority that the Permittee (x) is not a person or entity with whom the Port Authority is restricted from doing business under the

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

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

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

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

17. No Broker: The Permittee represents and warrants that no broker has been concerned in the negotiation or execution of this Permit and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Permittee shall indemnify the Port Authority and save it harmless from any and all claims which have been or which may be made by any and all persons, firms, or corporations whatsoever for services in connection with the negotiation and execution of this Permit or in connection with any permission contained herein.

18. Waiver of Trial by Jury. The Permittee hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Permittee in respect of the space in which the Permittee exercises the privilege granted hereunder 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.

19. The Port Authority and the Permittee were heretofore parties to Port Authority Permit No. ANB-455, dated as of October 1, 2003, as amended and supplemented. This Permit hereby replaces Permit No. ANB-455. The Permittee shall remain liable for all obligations and liabilities which accrued under Permit No. ANB-455 through the expiration or termination date of Permit No. ANB-455 and all such obligations and liabilities which were expressly or impliedly stated or intended to survive the expiration or termination of said agreement shall so survive.

20. The following Sections of the Terms and Conditions have been deleted: Section 13(c).

For the Port Authority

Initialed:

For the Permittee

SCHEDULE G

Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed \$47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is \$750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is

subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

Initialed:

For the Port Authority

For the Permittee

Schedule A

The attached constitutes "Schedule A," which is hereby made a part hereof.

For the Port Authority

Initialed:

For the Permittee

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

Initialed:

For the Port Authority

For the Permittee

THIS AGREEMENT 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

Port Authority Permit No. ANC-291, dated September 1, 2014
Supplement No. 1
Port Authority Facility: Newark Liberty International Airport

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

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made by and between The Port Authority of New York and New Jersey (hereinafter called "the Port Authority") and Smarte Carte, Inc. (hereinafter called the "Permittee").

WITNESSETH, that the Port Authority and the Permittee hereby agree to amend, effective as of September 1, 2014, that certain Permit (identified above by Port Authority Permit Number and by date and covering space at the above-mentioned Port Authority Facility) issued by the Port Authority to the Permittee, and hereinafter, as the same may have been previously supplemented and amended, called "the Permit," as follows:

WHEREAS, the Port Authority and the Permittee desire to extend the period of the permission granted under the Permit;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Port Authority and the Permittee hereby agree as follows:

1. The effective period of the permission granted under this Permit is hereby extended for the period ending on September 30, 2021, unless sooner terminated, at the same annual fee heretofore set forth in the Agreement.

2. The luggage cart fee the Permittee shall charge for its Service, as referenced in Special Endorsement 1 of the Permit, shall be increased to Six Dollars and No Cents (\$6.00).

3. The Percentage Fee the Permittee shall remit to the Port Authority, as referenced in Special Endorsement 3(c) of the Permit, shall be increased from 22% to 27%.

4. As herein amended, all the terms, provisions, covenants and conditions of the Agreement shall continue in full force and effect.

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

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

7. This Supplemental Agreement, together with the Permit (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Permittee 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 Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Permit or in this Supplemental Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

SMARTE CARTE, INC.

By: _____

By: Edward D. Ruddy

Name: _____

Name: EDWARD D. RUDDY

(Title) _____

(Title) PRESIDENT & CEO

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

RR

: For Port Authority Use Only :

: Permit Number: AYE-177 :

**JOHN F. KENNEDY INTERNATIONAL AIRPORT
PRIVILEGE PERMIT**

The Port Authority of New York and New Jersey (the "Port Authority") hereby grants to the Permittee named below the described non-exclusive privilege at John F. Kennedy International Airport (the "Facility"), in the Borough of Queens, County of Queens, City and State of New York, 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:** Smarte Carte, Inc., a(n) corporation of the state of Minnesota
2. **PERMITTEE'S ADDRESS:** 4455 White Bear Parkway
St. Paul, MN 55110
3. **PERMITTEE'S REPRESENTATIVE:** Edward Rudis
4. **PRIVILEGE:** As set forth in Special Endorsement Number 1.
5. **FEES:** As set forth in Special Endorsement Number 3.
6. **EFFECTIVE DATE:** October 1, 2011
7. **EXPIRATION DATE:** September 30, 2016, unless sooner revoked or terminated as herein provided, and subject to the Extension Option in Special Endorsement 2.
8. **REQUIRED SECURITY DEPOSIT:** As set forth in the Security Agreement (numbered AX-762), as amended, between the Port Authority and Permittee.
9. **INSURANCE REQUIREMENTS:** \$2,000,000.00 minimum limit Commercial General Liability
\$2,000,000.00 minimum limit Automobile Liability
10. **ENDORSEMENTS:** Special Endorsements, Schedule G, and Schedule A.

Dated: As of October 1, 2011

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

By _____

Name _____

(Please Print Clearly)

(Title) _____

SMARTE CARTE, INC., Permittee

By _____

Name _____

(Please Print Clearly)

(Title) President

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:

RR

TERMS AND CONDITIONS

1. The permission hereby granted shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition thereof, it may be revoked without cause, upon thirty (30) days' written notice, by the Port Authority or terminated without cause, upon thirty (30) days' written notice by the Permittee; provided, however, that it may be revoked 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. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the cleaning, repair and restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it cleaned, repaired or restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), and repairing the space and putting the space in order (such as but not limited to cleaning, repairing and restoring the same). Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. As used in this Permit:

(a) The term "Airport" shall mean John F. Kennedy International Airport, consisting of certain premises identified as "John F. Kennedy International Airport" on Sheet JFK-1 of Exhibit A, and more particularly described in Exhibit B, annexed to the City Lease, and such other property as may be acquired in connection with and added to such premises pursuant to the terms of the City Lease.

(b) The term "City" shall mean the City of New York.

(c) The term "City Lease" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 and recorded in the office of the City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same may have been or may be amended or supplemented.

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

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

3. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees;

(b) if the Permittee is an unincorporated association, or a business trust, by the Permittee acting only through the medium of its members, trustees, officers and employees;

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

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees; or

(e) if the Permittee is a limited liability company, by the Permittee acting only through the medium of its members, managers and employees,

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

4. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created, notwithstanding the fact that all or a portion of the fees to be paid hereunder may be determined by gross receipts from the operations of the Permittee hereunder.

5. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and, upon the request of the Port Authority, the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the prior written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee as to the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

6. (a) In the use of the roads, hallways, stairs and other areas constituting a means of ingress to and egress from the space at or on which the Machines are located, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the rules and regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

(b) The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may

from time to time during the effective period of this Permit be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Facility, including any space covered by this Permit, or for the safe and efficient operation of the Facility. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

(c) Unless otherwise expressly provided, the Permittee, its employees, invitees and those doing business with it shall have no right hereunder to park vehicles within the Facility.

7. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee hereunder, or out of any of the acts or omissions of, the Permittee, its officers, employees, agents or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers, employees or agents at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(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), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

8. The Permittee shall promptly repair or replace all property of the Port Authority damaged by the operations of the Permittee hereunder. The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs to any property of the Port Authority except with its prior written approval.

9. (a) All Machines covered by this Permit and other property of the Permittee placed on or kept at the Facility shall remain the property of the Permittee and must be removed on or before the expiration of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

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

10. The Permittee represents that it is the owner of or fully authorized to use and/or sell any and all services, processes, machines, articles, marks, names or slogans used and/or sold

by it in its operations under or in any wise connected with this Permit. Without in any way limiting its obligations under Section 7 hereof, the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any way connected with this Permit.

11. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Machines and equipment of the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any Machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any Machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the Machine from service, and provide a satisfactory substitute.

12. 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 any things done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. (a) The basic fee, if any, or the part thereof which may be prorated as hereinafter provided, shall be due and payable in advance on the effective date hereof and on the first day of each and every month thereafter. The percentage fee, if any, or if that percentage fee is additional to a basic fee, the portion thereof prorated as hereinafter provided, and any fees or part thereof mentioned on the first page of this Permit to be measured by the number of items and/or units of service dispensed by a Machine, shall be due and payable monthly on the tenth day of the month following the calendar month in which the effective date hereof falls, and on the tenth day of each month thereafter and shall be based on the Permittee's gross receipts, sales made and services rendered in the preceding calendar month; provided, however, that if the permission granted hereby shall expire or be revoked effective on a date other than the last day of a month, the percentage fee or prorated part thereof, or the fee or part thereof measured by the number of items or units of service, shall be due and payable within ten days after such date. If the permission granted by this Permit commences on a date other than the first day of a month, or if the said permission expires or is revoked effective on a date other than the last day of a month, the fees due for the period of time during which the said permission shall have been in effect shall be the fees specified on the first page of this Permit, prorated however in the case of a basic fee or in the case of a basic fee and percentage fee, in the same proportion that the number of days the permission is in effect bears to thirty days, as follows: the portion of the basic fee due shall be computed by prorating the monthly basic fee on the above basis; the amount of the percentage fee shall be equivalent to the excess over the prorated basic fee of the percentage applied to the gross receipts arising in such portion of the month. There shall be no proration of other fees. The computation of fees for each month, or for a portion of a month as provided above, shall be individual to such month or such portion of a month, and without relation to any other month or any other portion of a month.

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

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
P.O. BOX 95000-1556

PHILADELPHIA, PENNSYLVANIA 19195-0001

or made via the following wire transfer instructions (for basic fees): Bank: TD Bank; Bank ABA Number: 031201360; Account Number: ; or made via the following wire transfer instructions (for percentage fees): Bank: TD Bank; Bank ABA Number: 031201360; Account Number: ; or to such other address as may hereafter be substituted therefor by the Port Authority from time to time, by notice to the Permittee.

(c) ~~The term "gross receipts" shall include all monies paid or payable to the Permittee for sales made and for services rendered at or from the Facility pursuant to the permission granted hereby; provided, however, that if the fees or any part thereof mentioned on the first page of this Permit are measured in whole or in part by the Permittee's gross receipts and by the number of items and/or units of service dispensed by a Machine the monies paid or payable to the Permittee by customers for said items and/or units of service shall be excluded from "gross receipts" and provided, further, however, that any taxes imposed by law which are separately stated to and paid by the customer and directly payable to the taxing authority by the Permittee shall be excluded therefrom.~~

(d) The Permittee acknowledges and agrees that it shall maintain separate and distinct gross receipts records of all sales made from each Machine installed and operated by the Permittee at each location designated by the Port Authority. The Port Authority may request at any time and from time to time a sworn statement of gross receipts, which shall separately state the various types and amounts of gross receipts derived from sales made at or from each Machine and location and shall deliver such statement to the Port Authority within thirty (30) days upon receipt of such notice. The Permittee further acknowledges and agrees that the Port Authority reserves the right to implement an inventory tracking system of vending machines at the Facility and should the Port Authority so implement such an inventory tracking system, the Permittee agrees to cooperate fully with the Port Authority by promptly providing the Port Authority with all information it shall request.

14. 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 (.8%) of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of 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 (i) any rights of the Port Authority under this Permit including, without limitation, the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) 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. A bill or statement may be rendered or any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given if the same be in writing and sent by registered or certified mail addressed to the Permittee at the address specified on the first page hereof or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's representative, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003 or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

16. (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, 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 limits as set forth in Item 9 of the Cover page to this Permit.

(b) In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit.

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

(d) All insurance coverages and policies required hereunder may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-listed 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.

(e) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of

the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(f) 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 thirty (30) 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.

(g) 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.

17. (a) If the fcc or fcs mentioned on the first page of this Permit are measured in whole or in part by the Permittee's gross receipts or by the number of items or units of service dispensed by a Machine, the Permittee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(ii) not divert or cause or allow to be diverted, any business from the Facility;

(iii) maintain in accordance with accepted accounting practice during the effective period of this Permit and for one year after the expiration or earlier revocation thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all sales of merchandise and charges for services made through the Machines and all transactions at, through or in any way connected with the Facility, which records and books of account shall be kept at all times within the Port of New York District;

(iv) permit in ordinary business hours during the effective period of this Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision, the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account;

(v) permit the inspection by the officers, employees and representatives of the Port Authority of any equipment or devices used by the Permittee,

including but not limited to coin receptacles and counting or metering devices attached to the Machines;

(vi) furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder, and if the fees or any part thereof mentioned on the first page of this Permit are based in whole or in part on the number of items or units or service dispensed by a Machine, a sworn statement showing the number of such items and/or units of service dispensed during the preceding month. When gross receipts exceed \$8,000 monthly the statements shall be certified at the Permittee's expense, by a certified public accountant; and

(vii) install and use such equipment or devices for recording sales made and services rendered as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts and sales made and services rendered.

(b) In the event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to 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 hereunder. 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.

18. Collections shall be made from the Machines in the manner and at the times specified by the Port Authority. The Port Authority shall have the right at any time and from time to time to prohibit the Permittee from making any collection from any Machines except in the presence of a representative of the Comptroller's Department of the Port Authority.

19. (a) Machines shall dispense only such merchandise and render only such services as are approved in writing by the Port Authority. Specification of merchandise and/or services in Item 4 on the first page hereof shall be an approval hereunder and all approvals hereunder shall be subject to the terms of Section 29 hereof.

(b) The Permittee agrees that prior to the installation of any Machines it shall obtain the written approval of the Port Authority as to the design and type thereof as well as the method and manner of installation and the Permittee shall comply with any requirements, procedures or standards established by the Port Authority for the installation of the Machine and for the removal and relocation thereof. The Port Authority shall designate in writing the number of Machines to be installed, maintained and serviced under this Permit and it may in its discretion, from time to time, consent to the inclusion under this Permit of an additional Machine or Machines, such additional Machine or Machines to dispense such items only and render such services only as may be approved in writing by the Port Authority. The location of each Machine covered by this Permit is to be only that designated in writing by the Port Authority.

The Port Authority shall have the right, from time to time, to redesignate in writing the location or locations of any or all Machines covered by this Permit, and the Permittee shall thereupon, at its own expense, comply therewith by promptly removing and reinstalling each such Machine. The Port Authority shall also have the right, from time to time, to direct that the number of Machines covered by this Permit be decreased and the Permittee shall promptly remove the Machines as directed.

(c) In the event of the removal of any or all of the Machines covered by this Permit for any reason including, but not limited to, revocation, expiration, redesignation or decrease, the Permittee shall, at its own expense, immediately restore the Facility at and about the location to the same condition as before the installation, including the removal of any wires, conduits, outlets, ducts and pipes installed by or for the Permittee.

(d) The Port Authority may request from time to time and at any time a sworn statement from the Permittee as to the total number, description of types of items dispensed and locations of all Machines to which the fee under this Permit is applied on a monthly basis. The Permittee shall deliver such statement to the Port Authority within thirty (30) days upon receipt of such notice.

(e) The Permittee shall also be required to send written notice to the Port Authority (Attn: JFK Properties & Commercial Development, JFK Airport, Building 14, 2nd Floor, Jamaica, NY 11430) at least thirty (30) days' prior to its addition or removal of a Machine from its operations at the Facility, and in such notice shall indicate the number of Machines being added or removed and the proposed location (if an addition) or then-current location (if a removal) of each such Machine. In the event the Permittee removes a Machine from operation but fails to provide the Port Authority with the required advance written notice as aforesaid, the Permittee shall nevertheless continue to be obligated to pay fees hereunder with respect to such removed Machine until the Port Authority receives such written notice and, then, the obligation to pay fees with respect to such removed Machine shall cease as of the first calendar month after the 30-day notice period has expired.

20. (a) The purposes of the Port Authority in extending the permission granted hereby is to have available at the Facility the merchandise and services which the Permittee is permitted to sell and render hereunder, and the Permittee agrees that it will conduct a first class operation and will furnish all necessary or proper Machines, fixtures, equipment, personnel, supplies, materials and other facilities and replacements therefor.

(b) The Permittee shall provide new Machines of the latest design and shall maintain all the Machines in first class appearance, condition and working order, and if the Machines dispense items, the Permittee shall keep the Machines always well stocked with merchandise of first class quality and fit for human use, and if the merchandise is intended for consumption, it shall be fresh and safely consumable. The Permittee covenants that all its merchandise and services shall comply with all applicable federal, state, municipal and other governmental laws, ordinances and regulations.

21. (a) The Permittee shall furnish all merchandise and all services at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority; provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and services in the municipality in which the Machines are located as more specifically described herein in Section 22. The Permittee shall cause the merchandise sold and the services rendered by the Machines to be

available to the public during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

(b) 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.

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

22. (a) Without limiting the generality of Section 21, above, the Permittee shall comply with the Port Authority Aviation Department Street Pricing Policy. In connection therewith, the Permittee shall not charge prices to its customers in excess of "Street Prices", which for purposes of this Permit is defined as follows:

(i) if the Permittee conducts a similar business to the business operation permitted under this Permit in off-Airport location(s) in the Greater New York City - Northern New Jersey Metropolitan Area (herein referred to as "the Metro Area"), "Street Prices" shall mean the average price regularly charged by the Permittee for the same or similar item in such Metro Area location;

(ii) if the Permittee does not conduct a similar business to the business operation permitted under this Permit in off-Airport location(s) in the Metro Area, "Street Prices" shall mean the average price regularly charged in the Metro Area by similar retailers for the same or similar item;

(iii) if neither the Permittee nor other similar retailers sell a particular item in the Metro Area, "Street Prices" shall mean the average price regularly charged by the Permittee or similar retailers for the same or similar item in any other geographic area, with a reasonable adjustment for any cost of living variance between such area and the Metro Area.

(iv) If the Permittee is engaged in the business of selling duty-free goods, "Street Prices" shall mean the price regularly charged by the Permittee or similar retailer for the same or similar duty-free item at other urban airports in the Northeast region of the United States, including but not limited to John F. Kennedy International Airport, New York, New York.

(b) The Permittee's breach of the aforesaid Street Pricing Policy (as defined herein) shall be deemed a material breach of the Permittee's obligations under this Permit.

(b) The Permittee shall post in each sales area (including any temporary sales space) a notice in form and substance satisfactory to the Port Authority notifying the public that the Permittee subscribes to a "Street Pricing Policy", such notice to be clearly visible and unobstructed. If the Permittee charges any price to a customer in excess of the price, which

would satisfy the "Street Pricing Policy" in violation of its obligations under this Permit, the amount of such excess shall constitute an overcharge, which shall upon demand by the Port Authority or the Permittee's customer, be promptly refunded to the customer.

(c) The Permittee shall submit to the Port Authority, from time to time, an annual pricing report demonstrating compliance by the Permittee with the aforementioned pricing requirements. For purposes of establishing the Street Price of an item, any difference in the size or quality of a product or service shall constitute a price differential.

23. City Lease Provisions:

(a) The Permittee acknowledges that it has received a copy of, and is familiar with the contents of, the City Lease. 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 City Lease.

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

(i) This Permit is subject and subordinate to the 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 City Lease will, at the option of the City, enter into a direct permit on identical terms with the City;

(iv) The Permittee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the City Lease that arise out of the Permittee's operations at the Airport, or arise out of the acts or omissions of the Permittee's officers, employees, agents, representatives, contractors, customers, business visitors and guests at the Airport with the Permittee's consent;

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

(vi) The Permittee shall use the Airport in a manner consistent with the Port Authority's obligations under Section 28 of the City Lease;

(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; and

(viii) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Permittee pursuant to this Permit.

24. The Permittee shall not place or cause or permit to be placed any sign, poster or advertising matter whatsoever of the Permittee or of third parties on the Facility or on the Machines or the items dispensed therefrom without the prior written approval of the Port Authority. The restriction hereunder shall not apply to manufacturers' own advertising

appearing on items dispensed by the Machines. The Port Authority may at any time and from time to time withdraw its approval under this Section. Any sign, poster or advertising matter not so approved may be removed by the Port Authority at the expense of the Permittee.

25. (a) The Permittee shall place in a conspicuous place on each Machine installed and operated pursuant to the permission granted hereunder a Port Authority standard vending machine decal containing such information as the Port Authority may from time to time determine to be necessary including, without limitation the name and address of the Permittee, the location of the Machine, type of product or service to be dispensed and Permit Number.

(b) The Permittee shall promptly handle in a manner satisfactory to the Port Authority all customer complaints including, but not limited to, those based on failure or malfunction of the Machines or defective merchandise dispensed or services rendered therefrom or thereby and the Permittee shall make all suitable refunds, exchanges, credits and allowances in connection therewith.

26. (a) The Permittee shall daily remove from the Facility all garbage, debris, litter, liquids and other waste materials arising out of the operation of the Machines, or customer disposal of the Permittee's merchandise.

(b) For the purpose of temporary storage, the Permittee shall provide and maintain in a clean and sanitary condition, suitable garbage and waste receptacles, the same to be made of metal and equipped with tight fitting covers. The covers may have self-closing openings for disposal purposes. The receptacles shall be kept completely covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris, litter and other waste materials from the Facility. The manner of such storage and removal shall be subject in all respects to the approval of the Port Authority. No facilities of the Port Authority shall be used for such removal and storage without the approval of the Manager of the Facility.

27. (a) The Port Authority shall furnish electricity of the voltage, phase and type already available at the location and cold water sufficient for the operation of such of the Machines as may require the same; provided, however, that the Port Authority may at any time after installation of appropriate meters, sell electricity and/or cold water to the Permittee and the Permittee agrees to pay therefor at the same rates charged by the Port Authority to other permittees at the Facility at the time the electricity and/or cold water is supplied for the same quantity, under the same conditions and in the same service classification. Charges for electricity and/or cold water shall be payable when billed. The quantity of service consumed shall be measured by meters installed for the purpose; provided, however, that if for any cause any meter fails to record the consumption of electricity or cold water, the consumption during the period the meter is out of service will be considered to be the same as the consumption for a like period either immediately before or immediately after the interruption, as selected by the Port Authority.

(b) The Port Authority shall also make available, without additional charge, non-exclusive toilet and washroom facilities for the employees of the Permittee.

(c) No failure, delay or interruption in supplying agreed services (whether separately charged for or not) shall release the Permittee from any of its obligations hereunder or be, (unless resulting from the negligence of the Port Authority and continuing for a period of five (5) days after notice to the Port Authority) grounds for any claim by the Permittee for damages, consequential or otherwise.

(d) The Permittee shall provide and install all wires, conduits, outlets, ducts and pipes necessary to supply the electricity and/or cold water to the Machines which may require the same. Such installation shall be subject to the provisions of Section 8 hereof.

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

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

29. The Port Authority may at any time and from time to time by notice to the Permittee withdraw or modify any approval, designation or direction given hereunder by the Port Authority.

30. The privilege granted by this Permit is non-exclusive.

31. Wherever in this Permit, including all endorsements and exhibits thereto, the pronoun "it" or the adjective "its" may occur, referring to the Permittee, the said pronoun or adjective shall be deemed and taken to mean "it", "he", "him", "she", "her", "they", "them" or "its", "his", "her", "hers", "their" or "theirs", as the circumstances of the reference and the gender and number of the Permittee may require.

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

33. (a) 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.

(b) The Permittee shall procure all licenses, certificates, permits or other authorization necessary for the Permittee's operations at the Facility from all governmental authorities, if any, having jurisdiction.

(c) 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 operations hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

(d) The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of any such requirements.

34. 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 permittees 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.

35. (a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (i) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any space at the Airport and the exercise of any privileges under this Permit, (ii) in the construction of any improvements on, over, or under any space at the Airport and the furnishing of any service thereon by the Permittee, no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, and (iii) the Permittee shall use any space at the Airport and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Section in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Section shall constitute a material breach of this Permit. Without limiting any other term or provision hereof or any other rights or remedies of the Port Authority hereunder or at law or equity, in the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours'

notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) Without limiting any other term or provision hereof, the Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Section and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Section shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any space at the Airport, or any right to use or occupy any space at the Airport.

36. In the event 49 CFR Part 23 is applicable to the permission granted under this Permit, then:

(a) This Permit is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

(b) The Permittee agrees to include the statement set forth in paragraph (a), above, in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.

(c) The Permittee agrees to comply with the terms and provisions of Schedule G, annexed hereto and hereby made a part hereof.

37. The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

38. (a) The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Board of Fire Underwriters and The Fire Insurance Rating Organization of New Jersey, and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Section, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall

on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

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

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

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

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

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

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

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

(c) For the purpose of this Section, "Facility" includes all structures located thereon.

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

40. The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the Manager of the Facility covering the operations of the Permittee under this Permit at any time and from time to time.

41. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed. The foregoing reference to summary proceedings shall not be construed to mean that a landlord-tenant relationship exists between the Port Authority and the Permittee.

42. 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 operate the Machines

after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination and ending on the date that the Permittee shall cease to operate the Machines at the Airport equal to twice the sum of the fee payable hereunder. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to operate the Machines at the Airport after the expiration, revocation or termination of the effective period of the permission granted under this Permit. The Permittee acknowledges that the failure of the Permittee to cease to operate the Machines at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

43. This Permit and any claim, dispute or controversy arising out of, under or related to this Permit 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.

44. No Commissioner, director, officer, agent or employee of either party shall be charged personally by the other party with any liability, or held liable to the other party, under any term or provision of this Permit, or because of the party's execution or attempted execution, or because of any breach thereof.

45. This Permit, including the attached exhibits, endorsements and schedules, constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended, except by written endorsement duly executed on behalf of the parties and attached hereto. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

For the Port Authority

Initialed:

For the Permittee

SPECIAL ENDORSEMENTS

1. (a) Subject to all of the terms and conditions of this Permit, the Port Authority hereby grants to the Permittee the privilege and the Permittee hereby assumes the obligation, of installing, maintaining and operating self-service airline passenger luggage cart control units (herein sometimes called the "*Machines*"), providing airline passenger luggage carts and in conjunction therewith, operating an airline passenger luggage cart retrieval service (hereinafter the airline passenger luggage cart control units, the airline passenger luggage carts and the retrieval service are sometimes collectively called the "*Service*") to all passengers at the Airport and the Permittee agrees to provide such Service at such locations in and outside the various airline terminals, parking lots and courtyards at the Airport as shall be designated in writing by the Port Authority from time to time and for no other purpose or purposes whatsoever. The price that the Permittee shall charge for each luggage cart provided as a part of the Service shall be Five Dollars (\$5.00) per cart with no refund for returned carts. As part of the Service the Permittee shall provide the "*Customs Cart Service*" as defined in paragraph (b) below.

(b) (1) Without limiting the generality of the provisions of paragraph (a) of this Special Endorsement No. 1, the Permittee agrees to provide the Service to all international and domestic passengers at the Airport and the Permittee agrees to provide such Service at such locations in and outside the various airline terminals (hereinafter the "*Terminals*") as shall be designated in writing by the respective Terminal Operator (as defined herein) or the Port Authority from time to time, and parking lots and parking structures (hereinafter the parking lots and the parking structures collectively shall be referred to as "*Parking Lot(s)*") at the Airport and the AirTrain stations ("*AirTrain Station(s)*") as shall be designated in writing by the Port Authority. As part of the Service the Permittee shall provide the "*Customs Cart Service*," as defined herein, at the Airport. The Permittee agrees to furnish and provide all the necessary personnel, equipment, material and all other things necessary to provide such Customs Cart Service. The Permittee is hereby granted the privilege to provide to those airlines located in the FIF (as defined herein) at the Airport (the "*FIF Airlines*") electronic debit cards (hereinafter such electronic debit cards shall be referred to as "*Smarte Cards*"). The Smarte Cards are permitted to be used by the FIF Airlines crew members in order for the crew members to obtain the Service (such portion of the Service being herein called the "*Smarte Cards Service*").

(2) The "*Customs Cart Service*" shall be defined herein as Service to arriving international passengers at the Airport in the Secured federal inspection facility (hereinafter each such area called an "*FIF*") of such Terminals as shall be approved by the Port Authority at the Airport.

(3) It is understood and acknowledged by the Permittee that the Permittee hereby agrees to provide luggage carts through the Customs Cart Service sufficient to meet the requirements of passengers using each Terminal. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of space and facility as may be designated by the Port Authority to be used by the Permittee for the Customs Cart Service nor the operational and other procedures which the respective terminals may require the Permittee to observe in carrying out its privileges and obligations hereunder.

(4) Without limiting the generality of Term and Condition No. 33 hereof, the Permittee is obligated to apply for and to obtain for itself and its employees all security clearances, consents, passes and approvals which are necessary for its employees to gain access to and serve the terminals and any other restricted areas of the Airport required for

the Customs Cart Service and to cooperate in every way with all Federal Inspection Services, including but not limited to securing, at its sole cost and expense, if required by the U.S. Customs Service, a "*Customs Area Security Bond*" or other assurance as required by the U.S. Customs Service in connection with providing the Customs Cart Service to such area of the Airport used by the U.S. Customs Service.

(c) Without limiting the generality of any of the other provisions of this Permit, the Service shall be provided by the Permittee in accordance with the following:

(1) The Permittee shall upgrade and replenish cart inventory, including providing a new castor wheel, and shall upgrade or replace the cart conveyor system in Terminal 4. All Machines, luggage carts and other equipment installed or provided by the Permittee hereunder shall be of the type and specifications set forth in the "Equipment Schedule" attached hereto, hereby made a part hereof and marked "*Schedule A*" with all luggage carts having the "*optional braking system*", or as may otherwise be approved in writing by the Port Authority from time to time, and shall at all times must meet the highest standards of appearance and safety.

(2) The Permittee shall provide to its employees on the Airport Port Authority approved uniforms identifying the Permittee's organization, badges identifying its employees, and employee operations and customer service training, at no additional or separate cost to the Port Authority. The employee training program must be submitted to, reviewed and approved by the Port Authority, in writing prior to the training taking place.

(3) The Permittee shall maintain a sufficient and even dispersal of luggage carts throughout the Airport at all times in numbers sufficient to meet customer demand therefor. The total number of luggage carts and the locations of the Machines on the Effective Date shall be as specified in the Schedule A, but at no time shall there be less than Seven Thousand (7,000) luggage carts available for use by the public on the Airport.

(4) The purpose of the Port Authority in extending the permission granted hereby is to have available at the Airport the Service, and the Permittee agrees that it will conduct a first class operation and will furnish all necessary or proper machines, fixtures, equipment, personnel, supplies, materials and other facilities and replacements therefor. The Permittee shall maintain the Machines, luggage carts and all other equipment installed or provided by it at the Airport in first-class working order, appearance and condition, making all repairs and replacements necessary therefor and shall keep the Machines well stocked with luggage carts.

(5) The Permittee's employees shall at all times conduct themselves in a professional, helpful and courteous manner to Airport patrons to provide the highest possible levels of customer service at the Airport.

(6) The Permittee recognizes that portions of the Airport where the Permittee's Machines and other equipment may be installed are under lease to third parties (which parties are herein referred to as a "*Terminal Operator*") for their exclusive occupancy

and that the Permittee must by independent arrangement with each Terminal Operator acquire the right or rights of access and use necessary for the operation of the Service by the Permittee in such areas and shall make its own arrangements with each Terminal Operator for the supply to its Machines and other equipment of such utilities and services as it may require. Each such arrangement between the Permittee and a Terminal Operator shall be subject to the approval of the Port Authority. The Port Authority makes no representations or warranties as to the location, size, adequacy, suitability or availability of any such areas or facilities to be used by the Permittee in the exercise of its privileges hereunder. The Permittee further understands that its operations in such areas shall also be subject to the respective lease between the Port Authority and the Terminal Operator covering such exclusive occupancy and in the event of expiration or earlier termination of any such lease then the privileges granted under this Permit shall terminate with respect to the areas covered by such lease. In the event of any inconsistency between the terms of any such lease and the terms of this Permit the terms of this Permit shall control as between the Permittee and the Port Authority.

(7) The Machines shall dispense only such luggage carts and render such services as are approved in writing by the Port Authority.

(8) The Port Authority and the respective Terminal Operator shall approve the number and location of Machines and other equipment to be installed, maintained and serviced under this Permit and each may in its discretion, from time to time, consent to the inclusion under this Permit of an additional Machine or Machines and other equipment required to provide the Service. The location of each Machine and other equipment covered by this Permit is to be only that approved by the Port Authority and the respective Terminal Operator. The Port Authority or the respective Terminal Operator shall have the right, from time to time, to redesignate the location or locations of any or all Machines and other equipment covered by this Permit, and the Permittee shall thereupon at its own expense, comply therewith by promptly removing and reinstalling each such Machine and other equipment. The Port Authority shall also have the right, from time to time, to direct that the number of Machines and other equipment covered by this Permit be decreased and the Permittee shall promptly remove the Machines and other equipment as directed.

(9) In the event of relocation or removal the Permittee shall leave the vacated area in the condition required under this Permit in the case of expiration, and all obligations with respect to the vacated area which would have matured on the effective date of expiration of the Permit shall mature as to the vacated area on the required date of relocation or removal. In the event the Permittee fails to immediately transport any of its Machines and other equipment to a newly designated location, or to remove any of its Machines and other equipment, the Port Authority shall have the right to do so at the risk of the Permittee, and the Permittee shall pay the Port Authority the expense thereof on demand. Without limiting the foregoing, the Permittee agrees to take good care of each designated area and to restore the same upon the expiration or revocation of the effective period of the permission granted under this Permit to the condition existing prior to the installation of the Permittee's Machines and other equipment.

(10) (i) Without limiting the provisions of Section 6 of the foregoing Terms and Conditions and in addition thereto, the Permittee agrees that prior to the installation of any Machines and other equipment it shall obtain the written approval of the Port Authority and the respective Terminal Operator as to the design and type thereof as well as the method, time and manner of installation and the Permittee shall comply with any requirements, procedures or standards established by the Port Authority for the installation of the Machines and other equipment and for the removal and relocation thereof. In the event of any such installment or performance without the approval of the Port Authority and the respective Terminal Operator, then upon such notice from the Port Authority or the Terminal Operator, the Permittee shall remove the same or cause the same to be changed to the satisfaction of the Port Authority and the respective Terminal Operator.

(ii) Nothing contained in this Permit shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Airport, including without limitation the installation of any Machines at the Airport. The Permittee agrees that no construction or installation, as aforesaid, shall be performed without the prior written approval of the Port Authority and the applicable Terminal Operator, if any, and subject to the terms and conditions of the this Permit and an approved Port Authority Alteration Application.

(11) The Permittee shall post informational and rate signs on the Machines and any other appropriate signage that the Port Authority or the Terminal Operator believes is necessary to provide the Service in accordance herewith. The Permittee shall place in a conspicuous place on each Machine installed and operated pursuant to the permission granted hereunder the name and address of the Permittee, the location of the Machine, or piece of other equipment, the Permit Number and such other information as the Port Authority may from time to time determine to be necessary.

(12) The Permittee understands and agrees that no reimbursement will be made by the Port Authority to the Permittee for any lost or stolen carts. The collection of lost or stolen carts is the responsibility of the Permittee.

(13) Collections shall be made from the Machines in the manner and at the time specified by the Port Authority. The Port Authority shall have the right at any time and from time to time to prohibit the Permittee from making any collection from any Machines except in the presence of a representative of the Comptroller Department of the Port Authority.

(14) The Permittee shall promptly handle in a manner satisfactory to the Port Authority all customer complaints including but not limited to those based on a shortage of luggage carts, failure or malfunction of the Machines or other equipment of the Permittee or defective luggage carts rendered therefrom or thereby and the Permittee shall make all suitable refunds, exchanges, credits and allowances in connection therewith. Without limiting the generality of the foregoing, the Permittee shall pay to the Port Authority liquidated damages of in the amount of Fifty Dollars and No Cents (\$50.00) for each instance where (1) the Permittee has failed to replenish a cart dispensing location within fifteen (15) minutes of notification by the Port Authority or a Terminal Operator that there are no carts available in

such dispensing location and (2) the Permittee has failed to commence retrieving carts from any location within fifteen (15) minutes of notification by the Port Authority or a Terminal Operator that uncollected carts discarded by airport patrons are congregated in such numbers or in such manner that they are causing an unsightly or unsafe condition.

2. Renewal Option: The Port Authority shall have the right, at its sole discretion, to extend this Agreement for a period of five (5) additional years subsequent to the Expiration Date, such extension period to commence on October 1, 2016 and to expire on September 30, 2021 ("*the Extension Term*"). The Extension Term shall contain the same Terms and Conditions of this Agreement, with the exception that the Percentage Fee (as defined herein) shall be an amount equal to the excess over the Minimum Annual Fee Amount of Twenty-Eight Percent (28%) of all of the Gross Receipts for each Annual Period. In addition, if necessary, as determined by the sole and exclusive opinion of the Port Authority, the Permittee shall be required to upgrade and replace Seven Thousand (7,000) Machines and, if necessary, as determined by the sole and exclusive opinion of the Port Authority, upgrade and replace the vending systems at the Airport upon the start of the Extension Term. The Port Authority will advise the Permittee in writing, at least six (6) months prior to the Expiration Date if it elects to exercise its right to extend the term of this Agreement. Upon the exercise of the Port Authority of its option to extend as aforesaid, no execution by either party of any other document or instrument shall be required to effect such extension of the term of this Agreement.

3. Fees:

(a) The following terms shall have the meaning as used herein:

(1) "*Annual Period*" shall mean, as the context requires, the twelve-month period commencing on the Effective Date and each twelve-month period thereafter occurring during the effective period of the permission granted under this Permit, commencing with each anniversary of the Effective Date, provided, however, that the last Annual Period shall expire in any event on the earliest to occur of the date of expiration, termination or revocation of this Permit.

(2) "*Gross Receipts*" shall mean and include all monies paid or payable to the Permittee for services rendered at or from the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Airport, provided, however, that there shall be excluded from such Gross Receipts the following: (i) any sales taxes imposed by law which are directly payable to the taxing authority by the Permittee and (ii) amounts upon which Gross Receipts fees are payable or exempt from payment to the Port Authority pursuant to other agreements with the Permittee.

(3) "*Minimum Annual Fee Amount*" shall mean Two Hundred Ten Thousand Dollars and No Cents (\$210,000.00), payable in monthly installments of Seventeen Thousand Five Hundred Dollars and No Cents (\$17,500.00).

(b) Basic Fee

(1) The Permittee shall pay to the Port Authority a basic fee at the

rate Seventeen Thousand Five Hundred Dollars and No Cents (\$17,500.00) (the "*Basic Fee*"). The Permittee shall pay the Basic Fee monthly in advance on the Effective Date and on the first day of each calendar month thereafter occurring during the period of permission hereunder.

(2) In the event that this Permit shall commence or shall expire or be revoked or terminated on other than the last day of a calendar month, the Basic Fee payable for such calendar month shall be an amount equal to the applicable monthly installment set forth in paragraph (b)(1) above multiplied by a fraction, the numerator of which shall be the number of days in such calendar month in which this Permit was in effect and the denominator of which shall be the full number of days in such calendar month.

(c) Percentage Fee

(1) In addition to the Basic Fee payable hereunder, the Permittee shall pay to the Port Authority a Percentage Fee for each Annual Period in an amount equal to the excess over the Minimum Annual Fee Amount of Twenty-Five Percent (25%) of all of the Gross Receipts for such Annual Period (the "*Percentage Fee*").

(2) The computation of the Percentage Fee for each Annual Period, or a portion of an Annual Period as hereinafter provided, shall be individual to such Annual Period, or such portion of an Annual Period, and without relation to any other Annual Period, or any other portion of any Annual Period.

(3) For the purpose of calculating the Percentage Fee due for any Annual Period which contains less than 365 days, the applicable Minimum Annual Fee Amount shall be multiplied by a fraction, the numerator of which shall be the number of days from the commencement of such Annual Period through the last day thereof, both dates inclusive, and the denominator of which shall be 365.

(4) Notwithstanding Term and Condition 13(a), the Permittee shall report Gross Receipts and shall pay the Percentage Fee as follows: on the 20th day of the first month following the commencement of each Annual Period and on the 20th day of each and every month thereafter including the month following the end of each Annual Period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a sworn statement showing all Gross Receipts arising from the Permittee's operations at the Airport in the preceding month, and also showing its cumulative Gross Receipts from the date of the commencement of the Annual Period for which the report is made through the last day of the preceding month and the percentage stated in paragraph (c)(1) of this Special Endorsement. Whenever any monthly statement shall show that the percentage set forth in paragraph (c)(1) of this Special Endorsement applied to all of the Gross Receipts for the Annual Period for which the report is made is in excess of the Minimum Annual Fee Amount, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the excess of such sum over the Minimum Annual Fee Amount, and shall thereafter on the 20th day of each month during that Annual Period, and the month following the end of that Annual Period, including the month

following the expiration of the permission granted hereunder, pay an amount equal to such percentage of its Gross Receipts for each subsequent month during that Annual Period.

(5) Upon the termination or revocation of the period of the permission granted hereunder (even if any revocation or termination is stated to have the same effect as expiration), Gross Receipts shall be reported and the Percentage Fee shall be paid within twenty (20) days after the effective date of such termination or revocation, as follows. The Permittee shall render to the Port Authority a sworn statement separately showing of all its cumulative Gross Receipts for the Annual Period in which the effective date of termination or revocation falls and also the percentage set forth in paragraph (c)(1) of this Special Endorsement. The payment then due on account of all Gross Receipts for the Annual Period in which the effective date of termination or revocation falls shall be the excess over the prorated Minimum Annual Guaranteed Amount of the percentage stated in paragraph (c)(1) of this Special Endorsement applied to all the Gross Receipts arising during such Annual Period; said Minimum Annual Guaranteed Amount being prorated as set forth in paragraph (c)(3) above, less any Percentage Fee payments previously made for such Annual Period.

(6) Notwithstanding that the Percentage Fee and the Minimum Annual Guaranteed Amount may have been determined on an annual basis, such determination shall not in any way restrict or impair the Port Authority's right to revoke this Permit upon thirty (30) days' written notice to the Permittee.

(7) Notwithstanding that the Percentage Fee hereunder is measured by a percentage of Gross Receipts, no partnership relationship or joint venture between the Port Authority and the Permittee is created or intended to be created by this Permit.

(8) Without limiting the requirement for Port Authority approval, if the Permittee conducts any privilege or any portion thereof through the use of a contractor or other third party which is not a Port Authority permittee and where the payments for any of the foregoing are made to such contractor rather than to the Permittee, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to the Permittee for purposes of determining the Permittee's Gross Receipts, provided, however, that the foregoing shall not grant or be deemed to grant any right or permission to the Permittee to use an independent contractor or other third party to perform any privilege or portion thereof or the doing of anything hereunder by an independent contractor or other third party.

(9) To the extent that the Permittee has not already done so at the time of execution of this Permit and without limiting the generality of any other term or provision hereof, the Permittee agrees to submit monthly statements of Gross Receipts and to pay, at the time of execution and delivery of this Permit to the Port Authority, all fees and other amounts due under this Permit to the Port Authority for the period from the Effective Date to the time of execution and delivery of this Permit by the Permittee.

(10) The Permittee shall furnish to the Port Authority on or before the twentieth day of July of each calendar year following the Effective Date a statement of all

Gross Receipts for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant.

4. Advertising/Public Notices:

(a) *Advertising/Public Notices Placed by the Port Authority*

(i) The Permittee shall have the obligation to accept the installation, placement, maintenance and operation of (x) such airport and other public service announcements and news as the Port Authority may supply or designate and (y) advertising displays, posters, and such other advertising media and public notices as may be directed by the Port Authority (all such airport and other public service announcements and news, and all such advertising displays, posters, advertising media and public notices, being collectively hereafter, called "*PA Advertising Items*") on such of the Permittee's machines and luggage carts as are being operated at the Airport pursuant to this Permit. The Permittee shall be responsible for mounting PA Advertising Items on luggage carts at the direction of the Port Authority, at its own cost and expense, and shall not place PA Advertising Items on any Machine or luggage cart without the express direction of the Port Authority; provided, however, that the Permittee shall not be required to place such material in any machine or luggage cart if the Permittee has arranged with a third party for the display of advertising matter in such Machine or luggage cart pursuant to the provisions of subparagraph (a)(ii), below, during the period covered by the Port Authority's notice.

(ii) Without limiting any other item or provision hereof, the Permittee shall impose no charge to the Port Authority, or any contractor or advertising permittee which has been selected by the Port Authority, to install, place, maintain and operate PA Advertising Items on its behalf, in connection with the display of PA Advertising Items on any Machine or any of the Permittee's luggage carts. Accordingly, the Permittee shall not be entitled to any compensation with PA Advertising Items.

(b) *Advertising Place by Third Parties*

(i) Subject to the terms and provisions of this Permit, the Permittee shall have the right to solicit and/or enter into agreements with third party advertising companies which desire to install, place, maintain and operate advertising displays, posters, and other advertising media on any luggage cart at the Airport that is covered by this Permit (all such third party advertising displays, posters and other advertising media being individually called a "*Third Party Advertising Item*" and collectively called "*Third Party Advertising Items*").

(ii) No Third Party Advertising Item shall be placed, installed or operated by the Permittee in any luggage cart unless the Port Authority has given its prior approval as to the type, size, quality, kind, form, substance and character of the display, poster, exhibit or media, including the content thereof and the operation and maintenance thereof. Once installed, a Third Party Advertising Item must meet the Port Authority's continued approval as to the content thereof and the operation and maintenance thereof. Any

Third Party Advertising Item which does not continue to meet with the approval of the Port Authority shall be immediately removed by the Permittee on notice from the Port Authority.

(iii) All arrangements of the Permittee with third parties for the display of advertising matter at the Airport shall be represented by written agreements with such third parties. True and accurate copies of all executed agreements shall be delivered by the Permittee to the Port Authority upon request. Without limiting the foregoing, the Permittee agrees that each such agreement entered into by it shall contain provisions making such agreement subject to all the provisions of this Permit and specifically stating that no party thereto shall obtain thereunder privileges greater than those granted under this permit. All monies paid or payable to or received or receivable by the Permittee for or in connection with any Third Party Advertising Item displayed, shown, exhibited or disseminated by the Permittee, including charges for normal placement, installation, operation, and maintenance thereof, shall be fully set forth in the Permittee's third party agreements.

(iv) In addition to such information and documentation as the Permittee is required to make available pursuant to this Permit, the Permittee agrees from time to time, at the request of the Port Authority, to provide to the Port Authority the following information in a form acceptable to the Port Authority: an updated inventory list and description of all Third Party Advertising Items installed by the Permittee pursuant to the provisions of this Permit, including, without limitation, the number, type and location of the advertising display item, the billings generated by each of the Permittee's advertising accounts at the Airport, and the Permittee's advertising rates with respect to such Third Party Advertising Items. The Permittee shall permit the Port Authority, by its agents, employees, and representatives, to examine and audit the records and books of account of the Permittee in connections with all of the foregoing, it being understood that nothing contained in this paragraph shall relieve the Permittee of its obligations to provide the documents and information described elsewhere in this permit, or shall be deemed to be a waiver by the Port Authority of any rights to examine any other documents and information relating to the Permittee's operations in connection with this Permit.

(v) All revenues and other compensation derived by the Permittee from Third Party Advertising Items shall be paid and allocated as follows: (x) Permittee may charge third parties at a rate in the range of Twenty-Two Dollars and No Cents (\$22.00) to Thirty Dollars and No Cents (\$30.00) per luggage cart per month and (y) revenues and other compensation derived therefrom shall be paid forty percent (40%) to the Port Authority, thirty percent (30%) to the third party advertising agency which is responsible for the media placement, and the remaining thirty percent (30%) may be retained by the Permittee. Moneys paid or payable to the Port Authority pursuant to this subparagraph shall be made on a monthly basis together with payments of the percentage fee due hereunder, together with monthly statements setting forth the details substantiating such payments, which monthly statements shall include, without limitation, the identity of the third party advertising company which placed the Third Party Advertising Item; the number, type and location of the Third Party Advertising Item; the billings generated by each of the Permittee's advertising accounts at the Airport for the preceding month and cumulatively for the annual

period to which such monthly report occurs; and the Permittee's advertising rates with respect to such Third Party Advertising Items.

5. Gifts and Gratuities:

(a) During the term of this Permit, the Permittee shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e. a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Permittee on behalf of the Port Authority, whether or not such duties are related to this Permit or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Permit.

(b) As used herein "*anything of value*" shall include but not be limited to any (i) favors, such as meals, entertainment, transportation (other than that contemplated by the Permit or any other Port Authority contract), etc., which might tend to obligate the Port Authority employee to the Permittee, and (ii) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Permit or any other Port Authority contract.

(c) In addition, during the term of this Permit, the Permittee shall not make an offer of employment or use confidential information in a manner proscribed by the Port Authority's Code of Ethics and Financial Disclosure dated as of April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

6. Security Agreement:

The Port Authority and the Permittee have previously entered into a security agreement dated October 1, 2003 and identified by Port Authority No. AX-762, Supplement 1 (the "*Security Agreement*"), covering the deposit of security with the Port Authority. Without limiting the terms and conditions of the Security Agreement, the Permittee understands and agrees that a breach of the Security Agreement by the Permittee shall be and be deemed be a breach of this Permit by the Permittee permitting the Port Authority to revoke this Permit for cause.

7. Non-Exclusivity:

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, or the securing or otherwise providing for luggage handling services through the contracting of skycaps, porters or other means. Neither the granting to others of rights and privileges similar or greater than the

rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted by the Port Authority or relieve the Permittee of any of its obligations hereunder.

8. Miscellaneous:

(a) For the purposes of this Permit, a default by the Permittee in keeping, performing or observing any promise, obligation, term or agreement set forth herein on the part of the Permittee to be kept, performed or observed shall include the following whether or not the time has yet arrived for the keeping, performance or observance of any such promise, obligation, term or agreement:

(1) a statement by the Permittee to any representative of the Port Authority indicating that it cannot or will not keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit;

(2) any act or omission of the Permittee or any other occurrence which makes it impossible at the time that it will be able to keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit; or

(3) any suspension of or failure to proceed with any part of the privileges to be performed by the Permittee which makes it improbable at the time that it will be able to keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit.

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

(c) The Permittee shall have no right hereunder to carry on any business or operation at the Airport other than that specifically provided herein.

(d) The Port Authority may at any time and from time to time by notice to the Permittee withdraw or modify the approval, designation or direction given hereunder by the Port Authority.

(e) The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Airport, except that the Permittee shall have the right to park luggage cart trailers, pick-up trucks and service van trailers for such time as is reasonably necessary for loading and unloading luggage carts and other equipment used by Permittee in providing the Service.

(f) The words "permission" and "privilege" are used interchangeably in this Permit, and except where expressly provided to the contrary, shall mean the privileges granted by this Permit.

(g) The section, paragraph and other 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.

9. No Waiver:

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

10. Removal of Property:

(a) All Machines and other personal property placed or installed by the Permittee at the Airport shall remain the property of the Permittee and must be removed within 72 hours after the expiration, revocation, cancellation or termination of the permission hereby granted, whichever shall be earlier.

(b) Any such property remaining at the Airport after the effective date of such expiration, revocation, cancellation or termination shall be deemed abandoned by the Permittee and may be removed and disposed of by the Port Authority or the Terminal Operator in any manner they so determine in their sole discretion and all the proceeds of any removal or disposition by the Port Authority shall be retained by the Port Authority for its account and all costs and expenses of such removal and disposition shall be paid to the Port Authority by the Permittee when billed and all the proceeds of any removal or disposition by the Terminal Operator shall be retained by the Terminal Operator for its account and all costs and expenses of such removal and disposition shall be paid to the Terminal Operator by the Permittee when billed.

11. Restoration:

The areas of the Airport affected by any removal of a Machine or other personal property of the Permittee shall be restored by the Permittee to the condition existing prior to any installation, including without limitation the removal of any wires, conduits, outlets, ducts and pipes installed by or for the Permittee.

12. Electricity:

In areas under the control of the Port Authority, electricity for the operation of the Machines will be provided by the Port Authority to the Permittee, without charge, through existing conduits, wires and outlets.

13. Prohibited Acts:

(a) 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 to and without limiting Term and Condition No. 38 hereof, 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 and subject to the provisions of Section 8 of the Terms and Conditions hereof, be completely removed and/or remediated by the Permittee at its sole cost and expense. The obligations of the Permittee pursuant to this Special Endorsement No. 13(a) shall survive the expiration, revocation, cancellation or termination of the Permit.

(b) "*Hazardous Substance*" shall herein be defined as 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.

(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) The Permittee shall not solicit business on the public areas of the Airport and the use, at any time, of hand or standard megaphones, loudspeakers or any electric, electronic or other amplifying device is hereby expressly prohibited.

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

14. Work and Labor Harmony:

(a) The Permittee shall so plan and conduct its operations as to work in harmony with the operations of others at the Airport and not to delay, endanger or interfere with

the operations of others (whether or not specifically mentioned herein), all to the best interest of the Port Authority and the users of the Airport and as may be directed by the General Manager of the Airport.

(b) The Permittee is advised to ascertain whether any on now represented or not represented at the Airport will claim jurisdiction over any aspect of the operations to be performed hereunder, and its attention is directed to Term and Condition No. 39 hereof. Further, 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.

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

(d) 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 the Permit.

15. Business Development and Records:

(a) In connection with the exercise of the privileges granted hereunder, the Permittee shall:

(1) use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(2) not divert or cause or allow to be diverted, any business from the Airport;

(3) maintain, in English and in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Permittee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, records of daily forms and work schedules) recording all transactions of the Permittee at, through, or in anywise connected with the Airport, including without limitation the Investment Amount, all charges for services made through the Machines, Gross Receipts from each Machine installed and operated by the Permittee at each location and such additional monthly statistics and information that the Port authority may from time to time and at any time require, which records and books of account shall be kept at all times within the

Port of New York District;

(4) 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 (any such company being hereinafter called an "*Affiliate*" and all such companies being hereinafter called the "*Affiliates*") to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Permittee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District;

(5) permit and/or cause to be permitted in ordinary business hours during the effective period of this Permit, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Permittee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and the Investment Amount, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and the Investment Amount and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "*Books and Records*") within ten (10) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records;

(6) install and use such cash registers, sales slips, invoicing machines and any other equipment or devices, including without limitation computerized record keeping systems, for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of Gross Receipts, and without limiting the generality of the foregoing, for any privilege involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals; and

(7) permit the inspection by the officers, employees and representatives of the Port Authority of any equipment or devices used by the Permittee, including but not limited to coin receptacles and counting or metering devices attached to the Machines.

(b) (1) 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 paragraph (a) above, the Permittee understands that the full reporting and disclosure to the Port Authority of all Gross Receipts and the Permittee's compliance with all the provisions of paragraph (a) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under this Permit.

(2) In the event any Books and Records are maintained outside the Port of New York District then, in addition to all, and without limiting any other, rights and remedies of the Port Authority under this Permit or otherwise and in addition to all of the Permittee's other obligations under this Permit, the Port Authority in its sole discretion may (x) require on ten (10) days' notice to the Permittee that any such Books and Records be made available to the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (y) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority, for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit and if such Books and Records are maintained outside the contiguous United States the Permittee shall pay to the Port Authority when billed all costs and expenses of the Port Authority, as determined by the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination. Further, in the event that the Permittee has not made any Books and Records which are maintained outside of the Port of New York District available to the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof within ten (10) days after the Permittee's receipt of notice from the Port Authority to do so, the Port Authority may estimate the Gross Receipts 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.

(3) In the event of the failure of the Permittee to comply with any of the provisions of paragraph (a) above then, except for the failure of the Permittee to maintain the Books and Records in the Port of New York District which failure is covered by subparagraph (b)(ii) above, in addition to all, and without limiting any other, rights and remedies of the Port Authority under this Permit or otherwise and in addition to all of the Permittee's other obligations under this Permit the Port Authority may estimate the Gross Receipts 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.

(c) Without implying any limitation on the rights or remedies of the Port Authority under this Permit or otherwise including without limitation the right of the Port Authority to revoke this Permit for cause for breach of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, in the event any of the Books and Records are not maintained in English, then the Permittee shall pay to the Port Authority when billed, all costs

and expenses of the Port Authority, as determined by the Port Authority, to translate such Books and Records into English.

(d) The foregoing auditing costs, expenses and amounts of the Port Authority set forth in paragraphs (b) and (c) above shall be deemed fees under this Permit payable to the Port Authority with the same force and effect as the Basic Fee and Percentage Fee and all other fees payable to the Port Authority under this Permit.

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

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

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

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

17. No Broker: The Permittee represents and warrants that no broker has been concerned in the negotiation or execution of this Permit and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Permittee shall indemnify the Port Authority and save it harmless from any and all claims which have been or which may be made by any and all persons, firms, or corporations whatsoever for services in connection with the negotiation and execution of this Permit or in connection with any permission contained herein.

18. Waiver of Trial by Jury. The Permittee hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Permittee in respect of the space in which the Permittee exercises the privilege granted hereunder 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.

19. The Port Authority and the Permittee were heretofore parties to Port Authority Permit No. AYC-912, dated as of March 31, 1999, as amended and supplemented. This Permit hereby replaces Permit No. AYC-912. The Permittee shall remain liable for all obligations and liabilities which accrued under Permit No. AYC-912 through the expiration or termination date of Permit No. AYC-912 and all such obligations and liabilities which were expressly or impliedly stated or intended to survive the expiration or termination of said agreement shall so survive.

20. The following Sections of the Terms and Conditions have been deleted: Section 13(c).

For the Port Authority

Initialed:

For the Permittee

SCHEDULE G

Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed \$47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is \$750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New

York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

Initialed:

For the Port Authority

For the Permittee

Schedule A

The attached constitutes "Schedule A," which is hereby made a part hereof.

For the Port Authority

Initialed:

For the Permittee

THIS AGREEMENT 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

Port Authority Permit No. AYE-177, dated September 1, 2014
Supplement No. 1
Port Authority Facility: John F. Kennedy International Airport

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

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made by and between The Port Authority of New York and New Jersey (hereinafter called "the Port Authority") and Smarte Carte, Inc. (hereinafter called the "Permittee").

WITNESSETH, that the Port Authority and the Permittee hereby agree to amend, effective as of September 1, 2014, that certain Permit (identified above by Port Authority Permit Number and by date and covering space at the above-mentioned Port Authority Facility) issued by the Port Authority to the Permittee, and hereinafter, as the same may have been previously supplemented and amended, called "the Permit," as follows:

WHEREAS, the Port Authority and the Permittee desire to extend the period of the permission granted under the Permit;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Port Authority and the Permittee hereby agree as follows:

1. The effective period of the permission granted under this Permit is hereby extended for the period ending on September 30, 2021, unless sooner terminated, at the same annual fee heretofore set forth in the Agreement.

2. The luggage cart fee the Permittee shall charge for its Service, as referenced in Special Endorsement 1 of the Permit, shall be increased to Six Dollars and No Cents (\$6.00).

3. The Percentage Fee the Permittee shall remit to the Port Authority, as referenced in Special Endorsement 3(c) of the Permit, shall be increased from 25% to 28%.

4. As herein amended, all the terms, provisions, covenants and conditions of the Agreement shall continue in full force and effect.

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

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

7. This Supplemental Agreement, together with the Permit (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Permittee 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 Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Permittee or in this Supplemental Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

SMARTE CARTE, INC.

By: _____

By: Edward D. Rodis

Name: _____

Name: EDWARD D. RODIS

(Title) _____

(Title) PRESIDENT & CEO

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

RR

ATTACH TO 32096

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
December-12

TOTAL COMMISSION		\$252,309.55
	USAGE %	COMMISSION AMOUNT
TERMINAL 1	17.09	\$43,109.76
TERMINAL 2	1.27	\$3,203.04
TERMINAL 3	3.70	\$9,556.81
TERMINAL 4	48.89	\$123,360.39
TERMINAL 5	7.48	\$18,894.05
TERMINAL 6	0.00	\$0.00
TERMINAL 7	6.92	\$17,462.34
TERMINAL 8	14.58	\$36,733.36
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$252,309.55

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. CCONT68481 Vendor No. 32896 Calculation For: December-2012 Customer No. 111182 JFK - New York JFK International Airport Line of Business Carts US

AYE 177

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	789,793.10
Credit Card	315,215.00
Refunds	.75.00
<u>Sales Tax</u>	<u>25,694.91</u>
Net Income	1,079,238.19
Commission Base	1,079,238.19
Commission Due	269,809.55
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	262,309.55

Regards,

Smarte Carte, Inc.
Finance Team

545178

01/28/13

smartecarte' Smarte Carte, Inc. 4465 White Bear Parkway St Paul, MN 55110	STATEMENT
	Reference No. CCONT04056 Vendor No. 32896 Calculation For: <u>November-2012</u> Customer No. 111182 JFK - New York JFK International Airport Line of Business Carts US
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	

AYE177

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	687,128.25
Credit Card	261,610.00
Refunds	-61.00
<u>Sales Tax</u>	<u>21,325.27</u>
Net Income	907,351.98
Commission Base	<u>907,351.98</u>
Commission Due	226,838.00
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	209,338.00

Regards,

Smarte Carte, Inc.
Finance Team

#542061

ATTACH TO 32896

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
November-12

TOTAL COMMISSION		\$209,338.00
	USAGE %	COMMISSION AMOUNT
TERMINAL 1	18.73	\$39,204.88
TERMINAL 2	1.21	\$2,543.21
TERMINAL 3	3.59	\$7,509.23
TERMINAL 4	49.37	\$103,382.38
TERMINAL 5	5.15	\$10,786.15
TERMINAL 6	0.00	\$0.00
TERMINAL 7	7.22	\$15,115.24
TERMINAL 8	14.73	\$30,826.80
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$209,338.00

From: Mitchell, Nigel
To: Wang, Catherine
Cc:
Subject: 102224

Sent: Tue 11/20/2012 11:55

smartecarte

Smarte Carte, Inc.
4455 White Bear Parkway
St Paul, MN 55110

STATEMENT

For: THE PORT AUTHORITY OF NY & NJ
PO BOX 95000
PHILADELPHIA, PA 191951517

Reference No. . . . CCONT61325
Vendor No. 32896
Calculation For: October-2012
Customer No. . . . 111182
JFK - New York JFK International Airport
Line of Business Carts US
AYE 177

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	665,955.70
Credit Card	272,215.00
Refunds	-88.00
<u>Sales Tax</u>	<u>22,189.74</u>
Net Income	915,892.96
Commission Base	915,892.96
Commission Due	228,973.24
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	211,473.24

Regards,

Smarte Carte, Inc.
Finance Team

138167
11/21/12

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	STATEMENT	
	For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. . . . CCONT58427 Vendor No. 32808 Calculation For: September-2012 Customer No. . . . 111182 JFK - New York JFK International Airport Line of Business Carts US

AYE177

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	890,534.76
Credit Card	344,520.00
Refunds	-57.00
Sales Tax	28,083.72
Net Income	1,206,914.03
Commission Base	1,206,914.03
Commission Due	301,728.51
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	284,228.51

1,206,914.03

#837135
10/26/12

Regards,

Smarte Carte, Inc.
Finance Team

ATTACH TO 32896

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
September-12

	USAGE	COMMISSION
	%	AMOUNT
TERMINAL 1	17.28	\$49,055.16
TERMINAL 2	1.30	\$3,687.72
TERMINAL 3	6.00	\$17,052.13
TERMINAL 4	47.84	\$135,972.04
TERMINAL 5	6.35	\$18,056.87
TERMINAL 6	0.00	\$0.00
TERMINAL 7	6.93	\$19,683.72
TERMINAL 8	14.33	\$40,720.87
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$284,228.51

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	<h1>STATEMENT</h1>
For: THE PORT AUTHORITY OF NY & NJ PO BOX 85000 PHILADELPHIA, PA 191051517	Reference No. . . . CCONT54583 Vendor No. 32898 Calculation For: August-2012 Customer No. . . . 111182 JFK - New York JFK International Airport Line of Business Carts US

A/E 197

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	1,099,917.50
Credit Card	451,585.00
Refunds	-91.00
<u>Sales Tax</u>	<u>36,011.18</u>
Net Income	1,514,800.32
Commission Base	1,514,800.32
Commission Due	378,850.08
Less: MAG Pre-Paid	17,600.00
Commission Due (Check Enclosed)	361,150.08

Regards,

Smarte Carte, Inc.
Finance Team

#534476

9/30/12

ATTACH TO 32896

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
August-12

	USAGE %	COMMISSION AMOUNT
TERMINAL 1	17.26	\$62,331.10
TERMINAL 2	1.30	\$4,885.73
TERMINAL 3	6.00	\$21,667.00
TERMINAL 4	47.84	\$172,770.64
TERMINAL 5	6.35	\$22,943.65
TERMINAL 6	0.00	\$0.00
TERMINAL 7	6.93	\$26,010.79
TERMINAL 8	14.33	\$51,741.27
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$361,160.08

Smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	<h1>STATEMENT</h1>
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191051517	Reference No. . . . CCONT52060 Vendor No. 32898 Calculation For: <u>July-2012</u> Customer No. . . . 111182 JFK - New York JFK International Airport Line of Business Carts US

AYE177

REGARDING: Monthly recelpts from Cart sales:

Cash Deposit	936,269.31
Credit Card	366,970.00
Refunds	-91.00
<u>Sales Tax</u>	<u>29,813.74</u>
Net Income	1,273,224.57
Commission Base	1,273,224.57
Commission Due	318,308.14
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	300,808.14

Regards,

Smarte Carte, Inc.
Finance Team

#530844

8/27/12

ATTACH TO 32896

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
July-12

TOTAL COMMISSION	\$300,808.14
------------------	--------------

	USAGE %	COMMISSION AMOUNT
TERMINAL 1	17.06	\$51,276.32
TERMINAL 2	1.34	\$4,044.92
TERMINAL 3	5.97	\$17,966.92
TERMINAL 4	46.89	\$141,361.90
TERMINAL 5	7.22	\$21,726.03
TERMINAL 6	0.00	\$0.00
TERMINAL 7	6.73	\$20,231.54
TERMINAL 8	14.70	\$44,219.50
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$300,806.14

smartecarte Smarte Carte, Inc. 4466 White Bear Parkway St Paul, MN 55110	<h1>STATEMENT</h1>
	Reference No. CCONT49982 Vendor No. 32898 Calculation For: June-2012 Customer No. 111182 JFK - New York JFK International Airport Line of Business Carts US
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191851517	

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	847,718.90
Credit Card	325,140.00
Refunds	-125.00
<u>Sales Tax</u>	<u>26,503.95</u>
Net Income	1,146,229.95

Commission Base	1,146,229.95
-----------------	--------------

Commission Due	286,557.49
Less: MAG Pre-Paid	17,500.00

Commission Due (Check Enclosed)	269,057.49
---------------------------------	------------

Regards,

Smarte Carte, Inc.
Finance Team

A/E 1/17

#528999

7/30/12

ATTACH TO 32896

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
June-12

TOTAL COMMISSION		\$269,057.49
TERMINAL	USAGE %	COMMISSION AMOUNT
TERMINAL 1	16.18	\$43,483.56
TERMINAL 2	1.20	\$3,454.71
TERMINAL 3	6.07	\$13,848.13
TERMINAL 4	47.99	\$129,131.83
TERMINAL 5	5.95	\$18,010.86
TERMINAL 6	0.00	\$0.00
TERMINAL 7	7.61	\$20,479.84
TERMINAL 8	16.93	\$42,848.77
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$269,057.49

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	<h2>STATEMENT</h2>
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. CCONT45732 Vendor No. 32896 Calculation For: May-2012 Customer No. 111182 JFK - New York JFK International Airport Line of Business Carts US

AYE/97

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	738,636.97
Credit Card	284,360.00
Refunds	-93.00
<u>Sales Tax</u>	<u>21,649.44</u>
Net Income	981,254.53
Commission Base	981,254.53
Commission Due	246,313.63
Less: MAG Pre-Paid	17,600.00
Commission Due (Check Enclosed)	227,813.63

#252467

6/28/12

Smarte Carte, Inc.
Finance Team

ATTACH TO 32896

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
May-12

TOTAL COMMISSION		\$227,813.63
	USAGE %	COMMISSION AMOUNT
TERMINAL 1	15.94	\$36,310.20
TERMINAL 2	1.33	\$3,026.60
TERMINAL 3	5.07	\$11,560.26
TERMINAL 4	48.46	\$110,387.56
TERMINAL 5	5.59	\$12,740.34
TERMINAL 6	0.00	\$0.00
TERMINAL 7	7.89	\$17,966.74
TERMINAL 8	16.72	\$38,520.02
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$227,813.63

AKG177

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	<h1>STATEMENT</h1>
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. . . . CCONT42160 Vendor No. 32896 Calculation For: April-2012 Customer No. . . . 111182 JFK - New York JFK International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	772,449.00
Credit Card	294,305.00
Refunds	-72.00
<u>Sales Tax</u>	<u>23,990.42</u>
Net Income	1,042,692.48
Commission Base	1,042,692.48
Commission Due	260,873.12
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	243,173.12

Regards,

Smarte Carte, Inc.
Finance Team

4521369
Apr 12

ATTACH TO 32896

SMARTE CARTE, INC.
 JFK COMMISSION BREAKDOWN BY TERMINAL
 April-12

TOTAL COMMISSION		\$243,173.12
	USAGE %	COMMISSION AMOUNT
TERMINAL 1	15.56	\$37,836.22
TERMINAL 2	1.38	\$3,348.94
TERMINAL 3	6.44	\$13,220.35
TERMINAL 4	49.83	\$121,185.03
TERMINAL 5	6.55	\$16,926.70
TERMINAL 6	0.00	\$0.00
TERMINAL 7	6.81	\$16,559.04
TERMINAL 8	14.43	\$35,007.83
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$243,173.12

ATTACH TO 32896

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
December-13

TOTAL COMMISSION		\$260,329.86
	USAGE %	COMMISSION AMOUNT
TERMINAL 1	20.01	\$52,100.86
TERMINAL 2	1.16	\$3,016.03
TERMINAL 3	0.21	\$569.46
TERMINAL 4	48.45	\$126,134.30
TERMINAL 5	8.32	\$21,659.13
TERMINAL 7	7.00	\$18,235.19
TERMINAL 8	14.84	\$38,626.01
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$260,329.86

smartecarte Smarte Carte, Inc. 4466 White Bear Parkway St Paul, MN 55110	STATEMENT
	Reference No. CCONT108116 Vendor No. 32896 Calculation For: December-2013 Customer No. 111182 JFK - New York JFK International Airport Line of Business Carts US
For: THE PORT AUTHORITY OF NY & NJ PO BOX 05000 PHILADELPHIA, PA 191951617	

AYE177

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	772,607.80
Credit Card	389,870.00
Refunds	-81.00
Sales Tax	89,076.77
Net Income	1,111,319.83
Commission Base	1,111,319.83
Commission Due	277,829.98
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	260,329.98

Regards,

Smarte Carte, Inc.
Finance Team

#577405
1/24/14

AMEFF

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951617	Reference No. GCONT105710 Vendor No. 32096 Calculation For: <u>November-2013</u> Customer No. 111182 JFK - New York JFK International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	639,300.60
Credit Card	283,346.00
Refunds	-60.00
<u>Sales Tax</u>	<u>23,097.01</u>
Net Income	<u>899,488.49</u>
Commission Base	699,488.49
Commission Due	224,872.12
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	<u>207,372.12</u>

Regards,

Smarte Carte, Inc.
Finance Team

#575201
12/31/13

ATTACH TO 32886

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
November-13

	TOTAL COMMISSION	\$207,372.12
	USAGE %	COMMISSION AMOUNT
TERMINAL 1	20.49	\$42,489.23
TERMINAL 2	0.89	\$2,063.07
TERMINAL 3	0.20	\$409.25
TERMINAL 4	49.50	\$102,669.01
TERMINAL 5	5.14	\$10,666.29
TERMINAL 6	0.00	\$0.00
TERMINAL 7	7.59	\$16,743.24
TERMINAL 8	16.07	\$33,332.03
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$207,372.12

ATTACH TO 32806

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
October-13

TOTAL COMMISSION		\$217,230.32
	USAGE %	COMMISSION AMOUNT
TERMINAL 1	20.83	\$48,476.81
TERMINAL 2	1.12	\$2,435.46
TERMINAL 3	0.24	\$514.63
TERMINAL 4	49.60	\$107,932.04
TERMINAL 5	4.09	\$10,844.42
TERMINAL 6	0.00	\$0.00
TERMINAL 7	7.16	\$15,520.11
TERMINAL 8	16.88	\$34,496.96
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$217,230.32

AYE177

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191061517	Reference No. . . . CCONT101477 Vendor No. 32898 Calculation For: <u>October-2013</u> Customer No. . . . 111182 JFK - New York JFK International Airport Line of Business: Carts US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	663,870.05
Credit Card	299,560.00
Refunds	-90.00
<u>Sales Tax</u>	<u>24,418.78</u>
Net Income	<u>938,921.27</u>
Commission Base	938,921.27
Commission Due	234,730.32
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	<u>217,230.32</u>

Regards,

Smarte Carte, Inc.
Finance Team

#572173

11/25/13

ANC291

smartecarte Smarte Carte, Inc, 4466 White Bear Parkway St Paul, MN 55110	STATEMENT
For: PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191051617	Reference No. . . . CCONT98179 Vendor No. 32304 Calculation For: <u>September-2013</u> Customer No. . . . 111178 EWR - Newark Liberty International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	147,810.90
Credit Card	121,890.60
Refunds	-84.75
<u>Sales Tax</u>	<u>17,633.24</u>
Net Income	251,003.41
Commission Base	251,003.41
Calculated Commission:	55,418.75
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	44,918.75

Regards,

Smarte Carte, Inc.
Finance Team

#569065
10/22/13

AYE177

smartecarte Smarte Carte, Inc. 4466 White Bear Parkway St Paul, MN 55110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 96000 PHILADELPHIA, PA 191961617	Reference No. . . . CCONT98320 Vendor No. 32800 Calculation For: <u>September-2013</u> Customer No. . . . 111182 JFK - New York JFK International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cert sales:

Cash Deposit	862,639.20
Credit Card	378,020.00
Refunds	-60.00
Sales Tax	30,914.49
Net Income	<u>1,189,684.71</u>
Commission Base	1,189,684.71
Commission Due	299,921.18
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	<u>282,421.18</u>

Regards,

Smarte Carte, Inc.
Finance Team

#569031
10/21/13

ATTACH TO 32896

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
September-13

TOTAL COMMISSION	\$282,421.18
------------------	--------------

	USAGE %	COMMISSION AMOUNT
TERMINAL 1	21.22	\$58,834.97
TERMINAL 2	1.11	\$3,131.74
TERMINAL 3	0.18	\$500.81
TERMINAL 4	50.93	\$143,836.31
TERMINAL 5	5.02	\$14,180.82
TERMINAL 6	0.00	\$0.00
TERMINAL 7	7.07	\$19,979.10
TERMINAL 8	14.46	\$40,848.82
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$202,421.18

AYE177

smartecarte' Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 65110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. . . . CCONT04208 Vendor No. 32896 Calculation For: August-2013 Customer No. . . . 111182 JFK - New York JFK International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	1,087,459.20
Credit Card	487,295.00
Refunds	-70.00
Sales Tax	39,722.10
Net Income	1,514,962.10
Commission Base	1,514,962.10
Commission Due	378,740.53
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	361,240.53

Regards,

Smarte Carte, Inc.
Finance Team

#565981
9/18/13

ATTACH TO 32886

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
August-13

TOTAL COMMISSION	\$381,240.53
------------------	--------------

	USAGE %	COMMISSION AMOUNT
TERMINAL 1	19.13	\$69,091.23
TERMINAL 2	1.14	\$4,115.80
TERMINAL 3	0.21	\$759.14
TERMINAL 4	52.57	\$188,918.89
TERMINAL 5	0.54	\$23,629.61
TERMINAL 6	0.00	\$0.00
TERMINAL 7	7.41	\$28,751.95
TERMINAL 8	13.00	\$48,974.11
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$381,240.53

AYE177

smartecarte Smarte Carte, Inc. 4465 White Bear Parkway St Paul, MN 55110	<h2>STATEMENT</h2>
	Reference No. . . . CCONT90758 Vendor No. 32808 Calculation For: <u>July-2013</u> Customer No. . . . 111182 JFK - NEW YORK JFK INTERNATIONAL AIRPO Line of Business Carts US
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191851517	

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	874,480.86
Credit Card	382,736.00
Refunds	-142.00
<u>Sales Tax</u>	<u>31,198.83</u>
Net Income	<u>1,225,854.83</u>
Commission Base	1,225,854.83
Commission Due	306,463.71
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	<u>288,963.71</u>

Regards,

Smarte Carte, Inc.
Finance Team

#563770
8/21/13

ATTACH TO 32896

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
July-13

TOTAL COMMISSION		\$288,983.71
	USAGE %	COMMISSION AMOUNT
TERMINAL 1	18.10	\$82,314.77
TERMINAL 2	1.13	\$3,276.68
TERMINAL 3	0.26	\$732.86
TERMINAL 4	63.02	\$183,201.17
TERMINAL 5	7.71	\$22,265.82
TERMINAL 6	0.00	\$0.00
TERMINAL 7	6.67	\$18,972.94
TERMINAL 8	13.22	\$38,189.68
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$288,983.71

AYE177

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	<h1>STATEMENT</h1>
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. . . . CCONT87711 Vendor No. 32898 Calculation For: June-2013 Customer No., . . 111182 JFK - NEW YORK JFK INTERNATIONAL AIRPO Line of Business Carte US

REGARDING: Monthly receipts from Cert sales:

Cash Deposit	814,840.34
Credit Card	333,370.00
Refunds	-110.00
Sales Tax	27,174.82
Net Income	1,120,925.62
Commission Base	1,120,925.62
Commission Due	280,231.38
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	262,731.38

Regards,

Smarte Carte, Inc.
Finance Team

#560762
7/22/13

ATTACH TO 32896

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
June-13

TOTAL COMMISSION		\$262,731.38
	USAGE %	COMMISSION AMOUNT
TERMINAL 1	18.46	\$48,512.82
TERMINAL 2	1.12	\$2,939.75
TERMINAL 3	0.23	\$608.97
TERMINAL 4	52.29	\$137,389.00
TERMINAL 5	6.27	\$16,477.76
TERMINAL 6	0.00	\$0.00
TERMINAL 7	7.30	\$19,189.89
TERMINAL 8	14.32	\$37,615.40
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$262,731.38

102224

AYE177

smartecarte' Smarte Carte, Inc. 4465 White Bear Parkway St Paul, MN 55110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951617	Reference No. . . . CCONT84673 Vendor No. 32896 Calculation For: May-2013 Customer No. . . . 111182 JFK - NEW YORK JFK INTERNATIONAL AIRPO Line of Business Carts US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	712,694.10
Credit Card	283,075.00
Refunds	-60.00
<u>Sales Tax</u>	<u>23,075.00</u>
Net Income	972,634.10
 Commission Base	 972,634.10
Commission Due	243,158.53
Less: MAG Pre-Paid	17,500.00
 Commission Due (Check Enclosed)	 225,658.53

Regards,

Smarte Carte, Inc.
Finance Team

558781

06/27/13

Smartcartle Smarte Carte, Inc. 455 Vista Street Philadelphia, PA 19104		STATEMENT Reference No.: CC0018171 Vendor No.: 2088 Calculation Date: April-2013 Customer No.: 11112 JPK: NEW YORK (PK:INTERNATIONAL)JPK90 Line of Business: Cns US	
For: THE PERRY AUTHORITY OF NY & NJ PHILADELPHIA, PA 19104			

REGARDING: Monthly receipts from Cart sales:
 Cash Deposit
 Credit Card
 Refunds
 Net Sales
 Net Income
 Commission Base
 Commission Date
 User: WAG-Prg-Ptd
 Commission Date (Check Enddate)
 Remarks:

740,256.20
 205,726.00
 -75.00
 24,872.42
 1,000,453.62
 1,000,512.78
 255,726.20
 2,400.00
 227,624.20

NE 177
 #556489
 @ 5/30/13

ATTACH TO 2088

SMARTE CARTE, INC.
 JPK COMMISSION BREAKDOWN BY TERMINAL
 April-13

TERMINAL	USAGE %	COMMISSION AMOUNT
TERMINAL 1	78.97	\$4,528.48
TERMINAL 2	1.43	\$3,064.34
TERMINAL 3	3.75	\$3,520.34
TERMINAL 4	48.82	\$15,256.06
TERMINAL 5	3.30	\$1,421.17
TERMINAL 6	0.00	\$0.00
TERMINAL 7	6.81	\$15,062.3
TERMINAL 8	14.88	\$23,430.86
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$227,624.20

Smartecrite Smart Card, Inc. 4405 White Bear Parkway St Paul, MN 55110 PO BOX 8600 PHILADELPHIA, PA 19185117		STATEMENT Reference No. CCNTR3282 Vendor No. 2288 Calculation Per: March-2013 Customer No. 11182 JFK-NEW YORK JFK INTERNATIONAL AIRPO Line of Business: Card US	
For: THE POINT AUTHORITY OF NY & NJ REASONING: Monthly receipts from Card sales:			
Cash Deposit Credit Card Sales Tax Net Income Commission Base Commission Due Less: MAG Pre-Paid Commission Due (Check Enclosed) Remarks: Smartecrite, Inc. Finance Team	698,811.40 270,500.00 22,788.85 972,697.81 972,697.81 228,159.45 17,500.00 210,659.45	#554433 05/07/13	

ANE177

ATTACH TO 2288

SMARTCARD, INC.
 JFK COMMISSION BREAKDOWN BY TERMINAL
 March-13

TERMINAL	USAGE %	COMMISSION AMOUNT
TERMINAL 1	77.79	\$27,466.82
TERMINAL 2	1.41	\$4,872.27
TERMINAL 3	3.24	\$8,674.91
TERMINAL 4	90.49	\$106,271.94
TERMINAL 5	5.36	\$17,282.91
TERMINAL 6	0.00	\$0.00
TERMINAL 7	6.72	\$14,744.15
TERMINAL 8	15.00	\$31,450.06
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$210,659.45

smartecarte Smarte Carte, Inc. 4456 White Bear Parkway St Paul, MN 55110	<h1>STATEMENT</h1>
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. . . . CCONT72298 Vendor No. 32896 Calculation For: <u>January-2013</u> Customer No. . . . 111182 JFK - New York JFK International Airport Line of Business Carts US

A/E 177

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	815,818.80
Credit Card	381,285.00
Refunds	-137.00
Sales Tax	<u>31,080.84</u>
Net Income	1,165,886.16
Commission Base	<u>1,165,886.16</u>
Commission Due	291,471.54
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	273,971.54

Regards,

Smarte Carte, Inc.
Finance Team

#548156
2/28/13

ATTACH TO 32898

SMARTE CARTE, INC.
 JFK COMMISSION BREAKDOWN BY TERMINAL
 January-13

TOTAL COMMISSION		\$273,971.54
	USAGE %	COMMISSION AMOUNT
TERMINAL 1	17.55	\$48,090.75
TERMINAL 2	1.31	\$3,599.77
TERMINAL 3	3.66	\$10,026.08
TERMINAL 4	51.38	\$140,708.79
TERMINAL 5	6.25	\$14,376.21
TERMINAL 6	0.00	\$0.00
TERMINAL 7	6.66	\$18,288.52
TERMINAL 8	14.20	\$38,913.45
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$273,971.54

102224

02/13

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	<h2>STATEMENT</h2>
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951617	Reference No. . . . CCONT75330 Vendor No. 32090 Calculation For: February-2013 Customer No. . . . 111102 JFK - New York JFK International Airport Line of Business Carts US

AYE 177

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	681,885.25
Credit Card	271,300.00
Refunds	-85.00
<u>Sales Tax</u>	<u>22,115.16</u>
Net Income	930,985.10
Commission Base	930,985.10
Commission Due	232,748.27
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	216,248.27

Regards,

Smarte Carte, Inc.
Finance Team

550554

04/01/13

ATTACH TO 32886

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
January-13

TOTAL COMMISSION		\$216,246.27
	USAGE %	COMMISSION AMOUNT
TERMINAL 1	16.84	\$36,250.38
TERMINAL 2	1.45	\$3,112.42
TERMINAL 3	3.09	\$6,660.95
TERMINAL 4	51.49	\$110,835.85
TERMINAL 5	5.00	\$10,769.53
TERMINAL 6	0.00	\$0.00
TERMINAL 7	6.66	\$14,342.84
TERMINAL 8	15.46	\$33,274.31
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$215,246.27

AYE177

smartecarte' Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. CCONT139394 Vendor No. 32096 Calculation For: December-2014 Customer No. 111182 JFK - New York JFK International Airport Line of Business Carte US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	759,972.90
Credit Card	481,571.00
Refunds	-159.00
Sales Tax	39,255.50
Net Income	1,201,129.40
Commission Base	1,201,129.40
Commission Due	336,316.23
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	318,816.23

Regards,

Smarte Carte, Inc.
Finance Team

608966
1/23/15

ATTACH TO 32098

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
December-14

TOTAL COMMISSION	\$318,816.23
------------------	--------------

	USAGE %	COMMISSION AMOUNT
TERMINAL 1	19.56	\$62,347.65
TERMINAL 2	1.21	\$3,858.88
TERMINAL 3	0.22	\$702.47
TERMINAL 4	47.11	\$150,197.83
TERMINAL 5	11.19	\$35,669.11
TERMINAL 7	6.61	\$20,766.10
TERMINAL 8	14.20	\$45,277.72
TOTAL	100.00	\$318,816.23

AYE177

smartecarte Smarte Carte, Inc. 4466 White Bear Parkway St Paul, MN 55110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191051517	Reference No. . . . CCONT137451 Vendor No. 32696 Calculation For: November-2014 Customer No. . . . 111182 JFK - New York JFK International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	622,049.60
Credit Card	368,825.00
Refunds	-99.00
Sales Tax	29,233.50
Net Income	951,342.10
Commission Base	951,342.10
Commission Due	266,375.79
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	248,875.79

Regards,

Smarte Carte, Inc.
Finance Team

#607082
12/23/14

ATTACH TO 32896

2

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
November-14

	USAGE %	COMMISSION AMOUNT
TERMINAL 1	20.83	\$55,498.81
TERMINAL 2	1.14	\$3,048.05
TERMINAL 3	0.23	\$619.21
TERMINAL 4	48.80	\$130,003.50
TERMINAL 5	6.89	\$18,360.74
TERMINAL 6	7.73	\$20,600.92
TERMINAL 7	14.36	\$38,243.67
TERMINAL 8		
TOTAL	100.00	\$266,375.79

AVE177

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	<h2>STATEMENT</h2>
For: THE PORT AUTHORITY OF NY & NJ PO BOX 96000 PHILADELPHIA, PA 191961617	Reference No. . . . CCONT133988 Vendor No., 32886 Calculation For: <u>October-2014</u> Customer No. 11182 JFK - New York JFK International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	679,137.53
Credit Card	404,422.00
Refunds	-208.00
<u>Sales Tax</u>	<u>32,988.86</u>
Net Income	<u>1,050,384.87</u>
Commission Base	1,050,384.87
Commission Due	284,107.76
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	<u>276,607.76</u>

Regards,

Smarte Carte, Inc.
Finance Team

003742
11/21/14

ATTACH TO 32896

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
October-14

TOTAL COMMISSION		\$276,607.76
TERMINAL	USAGE %	COMMISSION AMOUNT
TERMINAL 1	22.87	\$62,896.42
TERMINAL 2	1.02	\$2,828.83
TERMINAL 3	0.23	\$636.49
TERMINAL 4	49.07	\$136,742.84
TERMINAL 5	5.08	\$14,067.82
TERMINAL 7	7.58	\$20,868.14
TERMINAL 8	14.35	\$39,682.42
TOTAL	100.00	\$276,607.76

AVE 177

smartecarte

Smarte Carte, Inc.
4466 White Bear Parkway
St Paul, MN 55110

STATEMENT

For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 19195-1517	Reference No: CCONT132805 Vendor No: 32896 Calculation For: September 2014 Customer No: 111182 JFK - New York JFK International Airport Line of Business: Carls US
---	--

REGARDING: Monthly receipts from Cart Sales:

Cash Deposit	881,411.70
Credit Cards	471,625.00
Refunds	(112.00)
Sales Tax	(38,444.75)
	<hr/>
Commission Base	1,314,479.95
Commission Due @ 25% - \$5.00	51,446.69
Commission Due @ 28% - \$6.00	310,434.11
Less MAG Prepaid	17,500.00
	<hr/>
Net Commissions Due (Check Enclosed)	344,380.79

Regards,

Smarte Carte Inc.
Finance Team

ATTACH TO 32896

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
September-14

TOTAL COMMISSION		\$344,380.79
	USAGE %	COMMISSION AMOUNT
TERMINAL 1	22.92	\$78,947.92
TERMINAL 2	1.07	\$3,870.06
TERMINAL 3	0.17	\$571.13
TERMINAL 4	60.08	\$172,461.87
TERMINAL 5	4.78	\$16,463.37
TERMINAL 7	7.49	\$25,782.42
TERMINAL 8	13.50	\$46,484.02
TOTAL	100.00	\$344,380.79

AYE177

smartecarte Smarte Carte, Inc. 4466 White Bear Parkway St Paul, MN 55110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. . . . CCONT128706 Vendor No., 32898 Calculation For: August-2014 Customer No., . . . 111182 JFK - New York JFK International Airport Line of Business Carte US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	1,089,763.85
Credit Card	520,180.00
Refunds	-105.00
Sales Tax	42,401.10
Net Income	1,667,417.75
Commission Base	1,667,417.75
Commission Due	361,854.44
Less: MAG Pre-Paid	17,600.00
Commission Due (Check Enclosed)	374,354.44

Regards,

Smarte Carte, Inc.
Finance Team

#599628
9/25/14

ATTACH TO 32896

SMARTE CARTE, INC,
JFK COMMISSION BREAKDOWN BY TERMINAL
August-14

TOTAL COMMISSION		\$374,364.44
	USAGE %	COMMISSION AMOUNT
TERMINAL 1	21.66	\$81,088.90
TERMINAL 2	1.37	\$5,142.38
TERMINAL 3	0.20	\$744.41
TERMINAL 4	50.66	\$189,646.79
TERMINAL 5	6.32	\$23,677.26
TERMINAL 7	7.42	\$27,762.82
TERMINAL 8	12.37	\$46,291.88
TOTAL	100.00	\$374,364.44

AYE/77

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 56110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 96000 PHILADELPHIA, PA 191951517	Reference No. CCONT128403 Vendor No. 32898 Calculation For: July-2014 Customer No. 111182 JFK - New York JFK International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	880,388.25
Credit Card	409,825.00
Refunds	-129.00
Sales Tax	33,407.08
Net Income	<u>1,236,667.16</u>
Commission Base	1,236,667.16
Commission Due	309,164.29
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	<u>291,664.29</u>

Regards,

Smarte Carte, Inc.
Finance Team

#595976
8/21/14

ATTACH TO 32896

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
July-14

TOTAL COMMISSION		\$291,864.29
	USAGE %	COMMISSION AMOUNT
TERMINAL 1	21.85	\$63,728.66
TERMINAL 2	1.32	\$3,947.08
TERMINAL 3	0.29	\$860.82
TERMINAL 4	49.72	\$145,003.75
TERMINAL 5	7.30	\$21,461.34
TERMINAL 7	6.92	\$20,196.61
TERMINAL 8	12.54	\$38,576.03
TOTAL	100.00	\$291,864.29

AYE177

smartecarte Smarte Carte, Inc. 4466 White Bear Parkway St Paul, MN 55110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191061617	Reference No. CCONT124789 Vendor No. 32896 Calculation For: <u>June-2014</u> Customer No. 111182 JFK - New York JFK International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	774,615.90
Credit Card	357,135.00
Refunds	-80.00
Sales Tax	29,112.04
Net Income	<u>1,102,466.88</u>
Commission Base	1,102,466.88
Commission Due	275,614.72
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	<u>268,114.72</u>

Regards,

Smarte Carte, Inc.
Finance Team

#593141
7/22/14

ATTACH TO 32898

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
June-14

	USAGE %	COMMISSION AMOUNT
TERMINAL 1	20.98	\$67,817.70
TERMINAL 2	1.43	\$3,937.26
TERMINAL 3	0.27	\$740.97
TERMINAL 4	50.66	\$139,831.20
TERMINAL 5	5.73	\$16,784.28
TERMINAL 7	8.75	\$18,899.73
TERMINAL 8	14.19	\$39,103.80
TOTAL	100.00	\$276,614.72

AYE177

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	STATEMENT
	Reference No. CCONT122947
For: THE PORT AUTHORITY OF NY & NJ PO BOX 96000 PHILADELPHIA, PA 191961617	Vendor No. 32896
	Calculation For: <u>May-2014</u>
	Customer No. 111182 JFK - New York JFK International Airport
	Line of Business Carts US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	744,531.15
Credit Card	322,255.00
Refunds	-50.00
Sales Tax	26,268.78
Net Income	<u>1,040,467.37</u>
Commission Base	1,040,467.37
Commission Due	260,116.84
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	<u>242,616.84</u>

Regards,

Smarte Carte, Inc.
Finance Team

#590140
6/19/14

ATTACH TO 32899

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
May-14

TOTAL COMMISSION		\$242,616.84
	USAGE %	COMMISSION AMOUNT
TERMINAL 1	20.44	\$49,596.23
TERMINAL 2	1.29	\$3,127.96
TERMINAL 3	0.25	\$598.94
TERMINAL 4	51.28	\$124,408.47
TERMINAL 5	5.16	\$12,526.87
TERMINAL 7	6.23	\$15,117.00
TERMINAL 8	15.35	\$37,239.30
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$242,616.84

A4E177

smartecarte Smarte Carte, Inc. 4466 White Bear Parkway St Paul, MN 55110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 98000 PHILADELPHIA, PA 191951517	Reference No. . . . CCONT121646 Vendor No. 32808 Calculation For: April-2014 Customer No. . . . 111182 JFK - New York JFK International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	718,706.46
Credit Card	339,995.00
Refunds	-30.00
<u>Sales Tax</u>	<u>27,714.88</u>
Net Income	<u>1,030,956.89</u>

Commission Base 1,030,956.89

Commission Due 267,739.15
Less: MAG Pre-Paid 17,500.00

Commission Due (Check Enclosed) 240,239.15

Regards,

Smarte Carte, Inc.
Finance Team

587766
5/22/14

ATTACH TO 32896

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
April-14

	USAGE %	COMMISSION AMOUNT
TERMINAL 1	20.24	\$48,825.01
TERMINAL 2	1.30	\$3,131.83
TERMINAL 3	0.19	\$446.11
TERMINAL 4	61.13	\$122,831.40
TERMINAL 5	6.16	\$14,764.65
TERMINAL 7	6.72	\$16,152.92
TERMINAL 8	14.27	\$34,286.64
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$240,239.16

AYE177

smartecarte Smarte Carte, Inc. 4466 White Bear Parkway St Paul, MN 55110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191051517	Reference No. . . . CCONT117269 Vendor No. 32898 Calculation For: <u>March-2014</u> Customer No. . . . 111182 JFK - New York JFK International Airport Line of Business Carte US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	814,760.47
Credit Card	273,080.00
Refunds	-60.60
<u>Sales Tax</u>	<u>22,280.25</u>
Net Income	<u>866,509.72</u>

Commission Base 866,509.72

Commission Due 216,377.43
Less: MAG Pre-Paid 17,500.00

Commission Due (Check Enclosed) 198,877.43

Regards,

Smarte Carte, Inc.
Finance Team

#584613

4/21/14

ATTACH TO 32886

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
March-14

TOTAL COMMISSION		\$198,877.43
	USAGE %	COMMISSION AMOUNT
TERMINAL 1	19.92	\$39,610.66
TERMINAL 2	1.05	\$2,086.76
TERMINAL 3	0.13	\$266.77
TERMINAL 4	52.60	\$104,583.04
TERMINAL 5	5.36	\$10,646.34
TERMINAL 7	7.41	\$14,735.67
TERMINAL 8	13.55	\$26,946.30
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$198,877.43

AVE177

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	STATEMENT
	Reference No. . . . CCONT114736 Vendor No. 32888 Calculation For: February-2014 Customer No. . . . 111102 JFK - New York JFK International Airport Line of Business Cards US
For: THE PORT AUTHORITY OF NY & NJ PO BOX 96000 PHILADELPHIA, PA 191061617	

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	629,016.16
Credit Card	300,205.00
Refunds	-115.00
Sales Tax	24,471.38
Net Income	904,633.79
Commission Base	904,633.79
Commission Due	228,168.45
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	200,658.45

Regards,

Smarte Carte, Inc.
Finance Team

#581765
3/19/14

ATTACH TO 32006

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
February-14

TOTAL COMMISSION	\$208,658.45
------------------	--------------

	USAGE %	COMMISSION AMOUNT
TERMINAL 1	20.06	\$41,857.51
TERMINAL 2	1.10	\$2,300.08
TERMINAL 3	0.14	\$289.33
TERMINAL 4	51.76	\$107,997.43
TERMINAL 5	5.47	\$11,412.83
TERMINAL 7	8.03	\$16,745.26
TERMINAL 8	13.45	\$28,056.03
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$208,658.45

AVE177

smartecarte Smarto Carte, Inc. 4466 White Bear Parkway St Paul, MN 55110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. . . . CGONT112693 Vendor No. 32898 Calculation For: January-2014 Customer No. . . . 111182 JFK - New York JFK International Airport Line of Business Cards US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	780,443.70
Credit Card	444,100.00
Refunds	-57.00
Sales Tax	38,201.03
Net Income	<u>1,188,286.67</u>
Commission Base	1,188,286.67
Commission Due	297,071.42
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	<u>279,571.42</u>

Regards,

Smarto Carte, Inc.
Finance Team

#580292
2/26/14

ATTACH TO 32806

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
January-14

TOTAL COMMISSION		\$279,671.42
TERMINAL	USAGE %	COMMISSION AMOUNT
TERMINAL 1	20.45	\$67,177.23
TERMINAL 2	1.18	\$3,286.07
TERMINAL 3	0.14	\$380.28
TERMINAL 4	60.70	\$141,998.09
TERMINAL 5	6.92	\$19,660.22
TERMINAL 7	7.40	\$20,681.76
TERMINAL 8	14.13	\$39,498.77
TERMINAL 9	0.00	\$0.00
TOTAL	100.00	\$279,671.42

AYE177

smartecarte Smarte Carte, Inc. 4465 White Bear Parkway St Paul, MN 55110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191961517	Reference No. . . . CCONT140285 Vendor No. 32896 Calculation For: <u>April-2015</u> Customer No. . . . 111182 <u>JFK - New York JFK International Airport</u> Line of Business Carts US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	766,748.70
Credit Card	466,816.00
Refunds	-54.00
<u>Sales Tax</u>	<u>37,971.22</u>
Net Income	1,183,539.48
Commission Base	1,183,539.48
Commission Due	331,391.05
Less: MAG Pre-Paid	17,600.00
Commission Due (Check Enclosed)	<u>313,891.05</u>

Regards,

Smarte Carte, Inc.
Finance Team

621048
5/29/15

smartecarte Smarte Carte, Inc. 4466 White Bear Parkway St Paul, MN 55110	<h1>STATEMENT</h1>
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No., . . . CCONT146166 Vendor No., 32886 Calculation For: March-2015 Customer No., . . . 111182 JFK - New York JFK International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	618,762.21
Credit Card	378,461.00
Refunds	-80.00
<u>Sales Tax</u>	<u>30,850.44</u>
Net Income	986,282.77
 Commission Base	 986,282.77
Commission Due	270,659.18
Less: MAG Pre-Paid	17,600.00
 Commission Due (Check Enclosed)	 253,059.18

Regards,

Smarte Carte, Inc.
Finance Team

ATTACH TO 32886

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
March-16

TOTAL COMMISSION	\$253,059.18
------------------	--------------

	USAGE %	COMMISSION AMOUNT
TERMINAL 1	20.69	\$52,351.18
TERMINAL 2	0.77	\$1,940.57
TERMINAL 3	0.09	\$227.14
TERMINAL 4	49.48	\$125,207.17
TERMINAL 5	9.10	\$23,017.02
TERMINAL 7	7.12	\$18,012.39
TERMINAL 8	12.77	\$32,303.71
TOTAL	100.00	\$253,059.18

AYE177

smartecarte® Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	<h1>STATEMENT</h1>
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. . . . CCONT144143 Vendor No. 32896 Calculation For: February-2015 Customer No. . . . 111182 JFK - New York JFK International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	641,384.13
Credit Card	421,140.00
Refunds	-24.00
<u>Sales Tax</u>	<u>34,329.44</u>
Net Income	<u>1,028,170.69</u>
Commission Base	1,028,170.69
Commission Due	287,887.79
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	270,387.79

Regards,

Smarte Carte, Inc.
Finance Team

270,387.79

#604568

3/25/15

A4E177

smartecarte® Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. . . . CCONT141752 Vendor No. 32896 Calculation For: <u>January-2015</u> Customer No. . . . 111182 JFK - New York JFK International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart sales:

Cash Deposit	736,922.80
Credit Card	568,674.00
Refunds	-114.00
<u>Sales Tax</u>	<u>46,355.75</u>
Net Income	<u>1,259,127.05</u>
Commission Base	1,259,127.05
Commission Due	352,555.58
Less: MAG Pre-Paid	17,500.00
Commission Due (Check Enclosed)	<u>335,055.58</u>

Regards,

Smarte Carte, Inc.
Finance Team

#611709
2/24/15

ATTACH TO 32888

SMARTE CARTE, INC.
JFK COMMISSION BREAKDOWN BY TERMINAL
January-15

TOTAL COMMISSION		\$336,055.68
TERMINAL	USAGE %	COMMISSION AMOUNT
TERMINAL 1	20.13	\$67,443.88
TERMINAL 2	1.09	\$3,651.76
TERMINAL 3	0.15	\$489.86
TERMINAL 4	48.31	\$181,867.79
TERMINAL 5	10.01	\$33,543.40
TERMINAL 7	7.04	\$23,576.88
TERMINAL 8	13.28	\$44,481.00
TOTAL	100.00	\$336,055.68

ANC291

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	<h2>STATEMENT</h2>
	Reference No. . . . CCONT148284 Vendor No. 32304 Calculation For: <u>April-2016</u> Customer No. . . . 111178 EWR - Newark Liberty International Airport Line of Business Carts US
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191961517	

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	151,363.20
Credit Card	168,836.00
Refunds	-80.00
Sales Tax	<u>20,144.25</u>
Net Income	<u>287,774.95</u>
Commission Base	287,774.95
Calculated Commission:	77,899.24
Less MAG Pre-paid:	10,600.00
Commission Due (Check Enclosed)	<u>67,199.24</u>

Regards,

Smarte Carte, Inc.
Finance Team

#621049
5/29/15

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	<h1>STATEMENT</h1>
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. . . . CCONT146164 Vendor No. 32304 Calculation For: March-2016 Customer No. . . . 111178 EWR - Newark Liberty International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	128,986.20
Credit Card	129,968.00
Refunds	-68.00
<u>Sales Tax</u>	<u>16,936.48</u>
Net Income	241,949.72
Commission Base	241,949.72
Calculated Commission:	65,326.42
Less MAG Pro-paid:	10,500.00
Commission Due (Check Enclosed)	54,826.42

Regards,

Smarte Carte, Inc.
Finance Team

ANC291

smartecarte' Smarte Carte, Inc. 4465 White Bear Parkway St Paul, MN 65110	<h2>STATEMENT</h2>
	Reference No. . . . CCONT144142 Vendor No. 32304 Calculation For: February-2015 Customer No. . . . 111178 EWR - Newark Liberty International Airport Line of Business Carts US
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191061517	

REGARDING: Monthly receipts from Cart rentals:

Cash Deposits	139,080.66
Credit Card	161,728.00
Refunds	-27.60
<u>Sales Tax</u>	<u>19,021.76</u>
Net Income	<u>271,739.30</u>
Commission Base	271,739.30
Calculated Commission:	73,369.61
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	<u>62,869.61</u>

Regards,

Smarte Carte, Inc.
Finance Team

#615325
3/25/15

ANC291

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 65110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191851517	Reference No. . . . CCONT141761 Vendor No. 32304 Calculation For: January-2016 Customer No. . . . 111178 EWR - Newark Liberty International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	169,919.26
Credit Card	207,828.00
Refunds	-53.00
<u>Sales Tax</u>	<u>24,708.97</u>
Net Income	<u>352,885.28</u>
 Commission Base	 352,885.28
Calculated Commission:	86,308.03
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	84,808.03

Regards,

Smarte Carte, Inc.
Finance Team

#611702
2/24/15

ANC291

smartecarte Smarte Carte, Inc. 4466 White Bear Parkway St Paul, MN 55110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191051617	Reference No. CCONT139393 Vendor No. 32304 Calculation For: December-2014 Customer No. 111178 EVR - Newark Liberty International Airport Line of Business: Caris US

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	161,992.10
Credit Card	166,986.00
Refunds	-74.00
Sales Tax	20,798.12
Net Income	297,116.98
Commission Base	297,115.98
Calculated Commission:	80,221.32
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	69,721.32

Regards,

Smarte Carte, Inc.
Finance Team

608967
1/23/15

ANC291

smartecarte Smarte Carte, Inc. 4466 White Bear Parkway St Paul, MN 55110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 05000 PHILADELPHIA, PA 191061617	Reference No. . . . CCONT137460 Vendor No. 32304 Calculation For: November-2014 Customer No. . . . 111178 EWR - Newark Liberty International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	130,608.35
Credit Card	136,030.00
Refunds	-50.00
Sales Tax	17,374.94
Net Income	248,213.41
Commission Base	248,213.41
Calculated Commission:	67,017.62
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	56,517.62

Regards,

Smarte Carte, Inc.
Finance Team

607081
12/23/14

ANC291

smartecarte Smartecarte, Inc. 4465 White Bear Parkway St Paul, MN 55110	STATEMENT
For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. . . . CCONT133985 Vendor No. 32304 Calculation For: <u>October-2014</u> Customer No. . . . 111178 EWR - Newark Liberty International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	120,318.20
Credit Card	136,120.00
Refunds	-34.00
Sales Tax	<u>16,773.98</u>
Net Income	239,828.22
Commission Base	239,828.22
Calculated Commission:	64,699.62
Less MAG Pre-paid:	10,600.00
Commission Due (Check Enclosed)	<u>54,199.62</u>

Regards,

Smartecarte, Inc.
Finance Team

#603753
11/21/14

smartecarte

Smarte Carte, Inc.
 4466 White Bear Parkway
 St Paul, MN 55110

STATEMENT

ANC 291

For: THE PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 19195-1517	Reference No: CCONT133023 Vendor No: 32304 Calculation For: September 2014 Customer No: 111178 EWR - Newark Liberty International Airport Line of Business: Carts US
---	--

REGARDING: Monthly receipts from Cart Sales:

Cash Deposit	163,256.50
Credit Cards	151,154.00
Refunds	(25.00)
Sales Tax	(20,567.28)
<hr/>	
Commission Base	293,818.22
<hr/>	
Commission Due @ 22% - \$5.00	9,889.36
Commission Due @ 27% - \$6.00	67,187.05
Less MAG Prepaid	10,500.00
<hr/>	
Net Commissions Due (Check Enclosed)	66,576.41

* see note on JFK 9/14 report
 8/14

44,951.64
 248,840.93
 9/14

Regards,

Smarte Carte Inc.
 Finance Team

3 Invoices!

1 \$54,140.03
 # 602156
 10/24/14

2 8/14 \$9,889.36
 # 602529
 11/5/14

3 9/14 \$2,547.02
 # 602530
 11/5/14

8/14
 369,958.64
 + 44,951.64
 414,910.28

54,140.03
 + 2,547.02
 + 9,889.36
 66,576.41 ✓

ANC291

smartecarte Smarto Carte, Inc. 4466 White Bear Parkway St Paul, MN 56110	<h2>STATEMENT</h2>
	Reference No. . . . CCONT128705 Vendor No. 32304 Calculation For: <u>August-2014</u> Customer No. . . . 111178 EWR - Newark Liberty International Airport Line of Business Carls US
For: PORT AUTHORITY OF NY & NJ PO BOX 96000 PHILADELPHIA, PA 191951617	

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	218,302.76
Credit Card	177,583.00
Refunds	-40.00
<u>Sales Tax</u>	<u>26,897.11</u>
Net Income	368,958.84
Commission Base	388,958.84
Calculated Commission:	81,390.80
Less MAG Pre-paid:	10,600.00
Commission Due (Check Enclosed)	70,890.80

Regards,

Smarte Carte, Inc.
Finance Team

#599629
9/25/14

ANC291

<p>smartecarte</p> <p>Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110</p>	<p>STATEMENT</p>
<p>For: PORT AUTHORITY OF NY & NJ PO BOX 96000 PHILADELPHIA, PA 191961617</p>	<p>Reference No. CCONT128402</p> <p>Vendor No. 32304</p> <p>Calculation For: <u>July-2014</u></p> <p>Customer No. 111178 (EWR Newark Liberty International Airport)</p> <p>Line of Business Carts US</p>

REGARDING: Monthly recpls from Cart rentals:

Cash Deposit	170,791.80
Credit Card	145,330.00
Refunds	-45.00
<u>Sales Tax</u>	<u>20,877.93</u>
Net Income	<u>295,398.97</u>

Commission Base	295,398.97
Calculated Commission:	64,987.77
Loss MAG Pre-paid:	10,600.00
Commission Due (Check Enclosed)	<u>64,487.77</u>

Regards,

Smarte Carte, Inc.
Finance Team

595977
8/21/14

ANC291

smartecarte' Smarte Carte, Inc. 4465 White Bear Parkway St Paul, MN 55110	<h2>STATEMENT</h2>
	Reference No. . . . CCONT124787 Vendor No., 32304 Calculation For: <u>June-2014</u> Customer No. 111178 EWR - Newark Liberty International Airport Line of Business Carts US
For: PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951617	

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	153,705.30
Credit Card	123,400.00
Refunds	-49.00
<u>Sales Tax</u>	<u>18,125.18</u>
Net Income	258,931.12
Commission Base	258,931.12
Calculated Commission:	66,984.85
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	48,484.85

Regards,

Smarte Carte, Inc.
Finance Team

#593140
7/22/14

ANC291

smartecarte Smarte Carte, Inc. 4466 White Bear Parkway St Paul, MN 55110	STATEMENT
	Reference No. . . . CCONT122946 Vendor No. 32304 Calculation For: <u>May-2014</u> Customer No. . . . 111178 EWR - Newark Liberty International Airport Line of Business Carts US
For: PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951617	

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	144,055.25
Credit Card	110,570.00
Refunds	-10.00
Sales Tax	16,857.07
Net Income	237,958.18
Commission Base	237,958.18
Calculated Commission:	52,350.80
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	41,850.80

Regards,

Smarte Carte, Inc.
Finance Team

#590139
6/19/14

ANC291

smartecarte Smarte Carte, Inc. 4456 White Bear Parkway St Paul, MN 55110	STATEMENT
For: PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191051517	Reference No. . . . GCONT121045 Vendor No. 32304 Calculation For: <u>April-2014</u> Customer No. . . . 111178 EWR - Newark Liberty International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	132,530.90
Credit Card	118,710.00
Refunds	-15.00
<u>Sales Tax</u>	<u>16,435.34</u>
Net Income	<u>234,780.56</u>
Commission Base	234,790.56
Calculated Commission:	51,853.92
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	<u>41,153.92</u>

Regards,

Smarte Carte, Inc.
Finance Team

#587461
5/21/14

ANC291

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	STATEMENT
For: PORT AUTHORITY OF NY & NJ PO BOX 06000 PHILADELPHIA, PA 191051617	Reference No. . . . CCONT117288 Vendor No. 32304 Calculation For: <u>March-2014</u> Customer No. . . . 111178 EWR - Newark Liberty International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	113,139.00
Credit Card	96,650.00
Refunds	-15.00
Sales Tax	13,723.69
Net Income	198,051.31
Commission Base	198,051.31
Calculated Commission:	43,131.29
Less MAG Pre-paid:	10,600.00
Commission Due (Check Enclosed)	32,631.29

Regards,

Smarte Carte, Inc.
Finance Team

#584612
4/21/14

ANC 291

smartecarte Smarte Carte, Inc. 4465 White Bear Parkway St Paul, MN 55110	<h2>STATEMENT</h2>
	Reference No. CCONT114734 Vendor No. 32304 Calculation For: <u>February-2014</u> Customer No. 111178 EWR - Newark Liberty International Airport Line of Business: Carls US
For: PORT AUTHORITY OF NY & NJ PO BOX 05000 PHILADELPHIA, PA 191051617	

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	116,009.23
Credit Card	108,025.00
Refunds	-35.00
Sales Tax	14,523.31
Net Income	207,476.92

Commission Base	207,476.92
-----------------	------------

Calculated Commission:	45,844.70
Less MAG Pre-paid:	10,500.00

Commission Due (Check Enclosed)	35,144.70
---------------------------------	-----------

Regards,

Smarte Carte, Inc.
Finance Team

#581764
3/19/14

ANC291

smartecarte Smarte Carte, Inc. 4466 White Bear Parkway St Paul, MN 55110	<h2>STATEMENT</h2>
	Reference No. CCONT112592 Vendor No. 32304 Calculation For: January-2014 Customer No. 111178 EWR - Newark Liberty International Airport Line of Business Carts US
For: PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951617	

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	152,090.13
Credit Card	155,105.00
Refunds	-94.00
Sales Tax	<u>20,001.26</u>
Net Income	<u>287,017.88</u>
Commission Base	287,017.88
Calculated Commission:	63,143.93
Less MAG Pre-paid:	10,500.00
Commission Duo (Check Enclosed)	<u>52,643.93</u>

Regards,

Smarte Carte, Inc.
Finance Team

#580293
2/26/14

ANC291

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	STATEMENT
	Reference No. . . . CCONT108115 Vendor No. 32304 Calculation For: <u>December-2013</u> Customer No. . . . 111178 EWR - Newark Liberty International Airport Line of Business Carts US
For: PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191051617	

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	139,092.50
Credit Card	129,175.00
Refunds	-80.00
Sales Tax	17,603.86
Net Income	251,483.70
Commission Base	251,483.70
Calculated Commission:	55,328.41
Less MAG Pre-paid:	10,600.00
Commission Due (Check Enclosed)	44,828.41

Regards,

Smarte Carte, Inc.
Finance Team

#577404
1/24/14

AWC291

smartecarte Smarte Carte, Inc. 4466 White Bear Parkway St Paul, MN 55110	<h2>STATEMENT</h2>
For: PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. . . . CCONT105709 Vendor No. 32304 Calculation For: <u>November-2013</u> Customer No. . . . 111178 EWR Newark Liberty International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	115,245.00
Credit Card	102,350.00
Refunds	-85.00
Sales Tax	14,230.93
Net Income	203,299.07
Commission Base	203,299.07
Calculated Commission:	44,725.79
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	34,225.79

Regards,

Smarte Carte, Inc.
Finance Team

#575202
12/31/13

ANC291

smartecarte Smarta Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	STATEMENT
For: PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. . . . CCONT101476 Vendor No. 32304 Calculation For: <u>October-2013</u> Customer No. . . . 111170 EWR - Newark Liberty International Airport Line of Business Carte US

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	116,335.32
Credit Card	101,220.00
Refunds	-35.00
Sales Tax	14,230.30
Net Income	203,290.02
Commission Base	203,290.02
Calculated Commission:	44,723.80
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	34,223.80

Regards,

Smarta Carte, Inc.
Finance Team

#571789

11/21/13

ANC 291

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	STATEMENT
For: PORT AUTHORITY OF NY & NJ PO BOX 96000 PHILADELPHIA, PA 191951517	Reference No. . . . CCONT94297 Vendor No. 32304 Calculation For: <u>August-2013</u> Customer No. . . . 111178 EWR - Newark Liberty International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	210,963.05
Credit Card	155,635.00
Refunds	-105.00
<u>Sales Tax</u>	<u>23,976.18</u>
Net Income	<u>342,516.87</u>
Commission Base	342,516.87
Calculated Commission:	75,353.71
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	<u>64,853.71</u>

Regards,

Smarte Carte, Inc.
Finance Team

565979
9/18/13

ANC 291

smartecarte Smarte Carte, Inc. 4465 White Bear Parkway St Paul, MN 55110	STATEMENT
For: PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191051617	Reference No. . . . CCONT80767 Vendor No. 32304 Calculation For: <u>July-2013</u> Customer No. . . . 111178 EWR - Newark Liberty International Airport Line of Business Certs US

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	160,837.00
Credit Card	132,250.00
Refunds	-02.00
Sales Tax	<u>19,169.86</u>
Net Income	<u>273,855.14</u>
Commission Base	273,855.14
Calculated Commission:	60,248.13
Less MAG Pre-paid:	<u>10,500.00</u>
Commission Due (Check Enclosed)	<u>49,748.13</u>

Regards,

Smarte Carte, Inc.
Finance Team

#563744
8/21/13

A NC 291

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	<h1>STATEMENT</h1>
For: PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191051517	Reference No. CCONT87710 Vendor No. 32304 Calculation For: June-2013 Customer No. 111178 EWR - Newark Liberty International Airport Line of Business Carls US

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	160,073.69
Credit Card	123,338.00
Refunds	-32.00
<u>Sales Tax</u>	<u>17,884.65</u>
Net Income	<u>265,495.04</u>
Commission Base	265,495.04
Calculated Commission:	66,208.91
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	<u>45,708.91</u>

Regards,

Smarte Carte, Inc.
Finance Team

#560763
7/22/13

Smartecor Smartecor, Inc. 1000 North St. Paul, MN 55110	
STATEMENT	
Post: F007AUNGRSPTG07N72NU PO BOX 8500 PHILADELPHIA, PA 19181517	Reference No.: ... CC2NTR77D Vendor No.: ... 3200 Calculation Year: Apr-2013 Customer No.: 11178 EMV - Network: Liberty International Airport Line of Business: Care US

REGIONS: Monthly receipts from Carl's Jr.
Cash Deposit 139,985.26
Credit Card 171,695.00
Other 18,735.00
Sales 22,241.38
Net Income 220,241.38
Commission Base 57,115.10
Calculated Commission: 10,200.00
Less MAG Pre-paid: 40,615.10
Commission Due (Check Endorse)
Regards,

\$4,615.10

#56450

5/20/13

PN02191

Smartecor, Inc.
Finance Team

ANC 291

STATEMENT																									
<p>Smartecartie Source Carts, Inc. 4000 Parkway St Paul, MN 55116</p> <p>FOR: POLY AUTHORITY OF NY & NJ PHILADELPHIA, PA 191051517</p>	<p>Reference No. CC0N176551 Vendor No. 32394 Calculation For: March-2013 Customer No. 111178 EPR - Newark Liberty International Airport Line of Business : Carts US</p>																								
<p>REGARDING: Monthly rentals from Cart rentals</p> <table border="0"> <tr><td>Cash Deposit</td><td>120,564.50</td></tr> <tr><td>Credit Card</td><td>102,890.00</td></tr> <tr><td>Rentals</td><td>-86.25</td></tr> <tr><td>Sales Tax</td><td>14,672.13</td></tr> <tr><td>Net Income</td><td>238,950.38</td></tr> <tr><td>Commission Base</td><td>208,774.07</td></tr> <tr><td>Calculated Commission</td><td>42,505.29</td></tr> <tr><td>Less MAG Pre-paid</td><td>10,986.09</td></tr> <tr><td>Commission Due (Check Enclosed)</td><td>31,519.20</td></tr> <tr><td>Payments</td><td></td></tr> <tr><td>Source Carts, Inc.</td><td></td></tr> <tr><td>Finance Team</td><td></td></tr> </table>		Cash Deposit	120,564.50	Credit Card	102,890.00	Rentals	-86.25	Sales Tax	14,672.13	Net Income	238,950.38	Commission Base	208,774.07	Calculated Commission	42,505.29	Less MAG Pre-paid	10,986.09	Commission Due (Check Enclosed)	31,519.20	Payments		Source Carts, Inc.		Finance Team	
Cash Deposit	120,564.50																								
Credit Card	102,890.00																								
Rentals	-86.25																								
Sales Tax	14,672.13																								
Net Income	238,950.38																								
Commission Base	208,774.07																								
Calculated Commission	42,505.29																								
Less MAG Pre-paid	10,986.09																								
Commission Due (Check Enclosed)	31,519.20																								
Payments																									
Source Carts, Inc.																									
Finance Team																									

554432
 05/07/13

ANC291

smartecarte		STATEMENT	
Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110			
For: PORT AUTHORITY OF NY & NJ PO BOX 96000 PHILADELPHIA, PA 191851617		Reference No.	CCONT76329
		Vendor No.	32304
		Calculation For:	February-2013
		Customer No.	111178 EWR - Newark Liberty International Airport
		Line of Business	Carts US

102224

02/13

EWR

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	134,521.41
Credit Card	95,460.00
Refunds	-45.00
Sales Tax	16,042.57
Net Income	214,893.84
Commission Base	214,893.84
Calculated Commission:	47,276.85
Less MAG Pre-paid:	10,600.00
Commission Due (Check Enclosed)	36,776.65

Regards,

Smarte Carte, Inc.
Finance Team

#553536

04/29/13

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	<h1>STATEMENT</h1>
For: PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. . . . CCONT72297 Vendor No. 32304 Calculation For: January-2013 Customer No. . . . 111178 EWR - Newark Liberty International Airport Line of Business Carts US

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	169,440.35
Credit Card	133,635.00
Refunds	-60.00
<u>Sales Tax</u>	<u>19,169.23</u>
Net Income	273,846.12
Commission Base	<u>273,846.12</u>
Calculated Commission:	60,246.15
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	49,746.15

AN 2/19/13

Regards,

#5748161

Smarte Carte, Inc.
Finance Team

@ 2/28/13

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	STATEMENT
For: PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. . . . CCONT68480 Vendor No. 32304 Calculation For: December-2012 Customer No. 111178 EWR - Newark Liberty International Airport Line of Business Carls US

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	152,849.40
Credit Card	110,145.00
Refunds	-50.00
Sales Tax	<u>17,201.97</u>
Net Income	245,742.43
Commission Base	245,742.43
Calculated Commission:	64,063.33
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	43,563.33

Regards,

Smarte Carte, Inc.
Finance Team

From: Mitchell, Nigel
To: Wang, Catherine
Cc:
Subject: 102224

Sent: Tue 11/20/2012 11:55

smartecarte

Smarte Carte, Inc.
4455 White Bear Parkway
St Paul, MN 55110

STATEMENT

For: PORT AUTHORITY OF NY & NJ
PO BOX 95000
PHILADELPHIA, PA 191951517

Reference No. . . . CCONT61324

Vendor No. 32304

Calculation For: October-2012

Customer No. . . . 111178
EWR - Newark Liberty International Airport

Line of Business Carts US

ANC 291

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	127,933.01
Credit Card	99,755.00
Refunds	-95.00
<u>Sales Tax</u>	14,889.26
Net Income	212,703.75
Commission Base	212,703.75
Calculated Commission:	46,794.82
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	36,294.82

Regards,

Smarte Carte, Inc.
Finance Team

#538166

11/21/12

From: Mitchell, Nigel
To: Wang, Catherine
Cc:
Subject: 102224

Sent: Tue 12/18/2012 10:22

ANC 291

smartecarte

Smarte Carte, Inc.
4455 White Bear Parkway
St Paul, MN 55110

STATEMENT

For: PORT AUTHORITY OF NY & NJ
PO BOX 95000
PHILADELPHIA, PA 191951517

Reference No. . . . CCONT64855
Vendor No. 32304
Calculation For: November-2012
Customer No. . . . 111178
EWR - Newark Liberty International Airport
Line of Business Carts US

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	126,557.65
Credit Card	93,795.00
Refunds	-138.00
<u>Sales Tax</u>	<u>14,341.14</u>
Net Income	204,873.41
Commission Base	204,873.41
Calculated Commission:	45,072.15
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	34,572.15

Regards,

#540845

12/19/12

Smarte Carte, Inc.
Finance Team

Mitchell, Nigel
105939

smartecarte' Smarte Carte, Inc. 4485 White Bear Parkway St Paul, MN 55110	<h2>STATEMENT</h2>
	Reference No. CCONT58428 Vendor No. 32304 Calculation For: September-2012 Customer No. 111178 EWR - Newark Liberty International Airport Line of Business Carts US
For: PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191051517	

AN291

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	170,873.51
Credit Card	114,990.00
Refunds	-71.00
<u>Sales Tax</u>	<u>18,663.62</u>
Net Income	286,908.89
Commission Base	286,908.89
Calculated Commission:	68,719.96
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	48,219.96

Regards,

Smarte Carte, Inc.
Finance Team

4/537136

10/26/12

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	STATEMENT
	Reference No. . . . CCONT54682 Vendor No. 32304 Calculation For: August-2012 Customer No. . . . 111178 EWR - Newark Liberty International Airport Line of Business Certs US
For: PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191851517	

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	217,713.95
Credit Card	166,140.00
Refunds	-57.00
<u>Sales Tax</u>	<u>24,464.01</u>
Net Income	349,342.94
Commission Base	349,342.94
Calculated Commission:	76,865.45
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	66,365.45

Regards,

Smarte Carte, Inc.
Finance Team

ANC291

#534475

9/30/12

smartecarte Smarte Carte, Inc. 4466 White Bear Parkway St Paul, MN 55110	<h1>STATEMENT</h1>
For: PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	Reference No. . . . CCONT52059 Vendor No. 32304 Calculation For: July-2012 Customer No. . . . 111178 EWR - Newark Liberty International Airport Line of Business Carts US

ANU 2/11

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	173,247.71
Credit Card	128,926.00
Refunds	-50.00
<u>Sales Tax</u>	<u>19,766.04</u>
Net Income	282,357.71
Commission Base	282,357.71
Calculated Commission:	62,118.70
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	51,618.70

Regards,

Smarte Carte, Inc.
Finance Team

#530843
8/21/12

smartecarte Smarte Carte, Inc. 4466 White Bear Parkway St Paul, MN 56110	<h2>STATEMENT</h2>
	Reference No. CCONT49881 Vendor No. 32304 Calculation For: June-2012 Customer No. 111178 EWR - Newark Liberty International Airport Line of Business Carts US
For: PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	

ANCO91

REGARDING: Monthly recelpts from Cart rentals:

Cash Deposit	180,151.10
Credit Card	115,845.00
Refunds	-50.00
<u>Sales Tax</u>	<u>18,052.55</u>
Net Income	267,893.55

Commission Base 267,893.55

Calculated Commission:	66,736.58
Less MAG Pre-paid:	10,500.00

Commission Due (Check Enclosed) 46,236.58

Regards,

Smarte Carte, Inc.
Finance Team

267,893.55
66,736.58
10,500.00
46,236.58

#507686

7/20/12

smartecarte Smarte Carte, Inc. 4465 White Bear Parkway St Paul, MN 55110	<h2>STATEMENT</h2>
	Reference No. CCONT45731 Vendor No. 32304 Calculation For: <u>May-2012</u> Customer No. 11178 EWT - Newark Liberty International Airport Line of Business Carls US
For: PORT AUTHORITY OF NY & NJ PO BOX 95000 PHILADELPHIA, PA 191951517	

ANC 291

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	160,461.60
Credit Card	95,665.00
Refunds	-40.00
<u>Sales Tax</u>	<u>16,091.92</u>
Net Income	229,884.58
Commission Base	229,884.58
Calculated Commission:	50,574.61
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	40,074.61

#527466
6/28/12

Regards,

Smarte Carte, Inc.
Finance Team

smartecarte Smarte Carte, Inc. 4455 White Bear Parkway St Paul, MN 55110	<h1>STATEMENT</h1>
	Reference No. . . . CCONT42169 Vendor No. 32304 Calculation For: April-2012 Customer No. . . . 111178 EWR- Newark Liberty International Airport Line of Business Carls US
For: PORT AUTHORITY OF NY & NJ PO BOX 96000 PHILADELPHIA, PA 191951617	

AMC291
 AMB455

REGARDING: Monthly receipts from Cart rentals:

Cash Deposit	166,228.36
Credit Card	109,645.00
Refunds	-25.00
Sales Tax	17,391.95
Net Income	248,466.41
Commission Base	248,466.41
Calculated Commission:	54,660.41
Less MAG Pre-paid:	10,500.00
Commission Due (Check Enclosed)	44,160.41

248,466.41
 248,466.41
 54,660.41
 10,500.00
 44,160.41

Regards,

Smarte Carte, Inc.
Finance Team

\$521,370

5/22/12

April 2, 2015

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of March 2015.

Cash Sales	\$11,871.00
Credit Card Sales	29,691.00
Refunds	(36.00)
Sales Tax	<u>(2,420.28)</u>
Net Sales	<u>\$39,105.72</u>
Commission Base	<u>\$13,687.00</u>
Commission Payable	\$13,687.00
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$2,487.00</u>

Regards,
Smarte Carte, Inc.

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

4/2/2015

		TOTAL COMMISSION		\$16,131.97				
		Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
CTB TERMINAL:								
	AMERICAN	3.69	178.69	3.88	437.84	618.53	85	227
	UNITED	10.88	628.87	13.51	1,525.69	2,052.57	251	791
	TWA	0.00	-	0.00	-	-	0	0
	CONTINENTAL	0.00	-	0.00	-	-	0	0
	PORT AUTH	56.60	2,736.07	51.70	5,836.93	6,573.00	1303	3028
DELTA TERMINAL:								
	DELTA - 50% PORT AUTH- 50%	11.75	284.50	16.16	911.37	1,195.87	271	946
US AIR TERMINAL:								
	DELTA - 50% PORT AUTH- 50%	10.89	263.44	11.24	634.60	898.02	251	658
US AIR SHUTTLE TERM.:								
	DELTA -50% PORT AUTH- 50%	6.29	152.30	3.52	198.67	350.97	146	208
TOTAL		99.99	4,842.60	100.00	11,289.37	\$13,686.96	2306	6653
TOTAL COMMISSION DUE PORT AUTHORITY						13,686.96		

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	39		108	
	3-09	46	85	119	227
United Airlines P.A.	3-06	223		675	
	3-07	28	251	116	791
		0		0	0
		0	0	0	0
		0	0	0	0
Port Authority	3-01	127		403	
	3-02	65		205	
	3-03	22		69	
	3-04	49		160	
	3-05	180		294	
	3-010	273		671	
	3-10	38		49	
	3-011	106		241	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	120		114	
	3-31	128		251	
	3-32	36		66	
	3-33	72		384	
	3-34	69		107	
	3-61	3		10	
	3-60	10		1	
	3-35	25		151	

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total	
Delta Terminal	3-84	0		0		
	NKDBK	0		0		
	QTRBK	0		0		
	BANK	0	1300	0	3028	
	1-05	98		395		
	1-01	25		88		
	1-02	52		146		
	1-03	39		107		
	1-04	67	271	210	945	
	Port Authority	1-60	0		0	
1-61		0		0		
1-62		0		0		
1-63		0		0		
1-30		0		0		
1-31		0		0		
2-10		0		0		
1-10		0	0	0	0	
US Air Terminal		2-31	59		206	
		2-02	26		20	
	2-03	62		207		
	2-04	52		61		
	2-30	52	251	164	650	
	Port Authority	2-60	0	0	0	
2-81		0	0	0		
US Air Shuttle		0		0		
	Delta	145	145	206	206	
Grand Total		2312	2312	5853	5853	

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	85.60%	1,979	11,871.00	84.56%	4,949	28,691.00	41,562.00
Delta Airlines	14.42%	334	2,001.00	15.45%	605	5,427.00	7,428.00
TOTAL	100.00%	2,312	13,872.00	100.00%	5,553	35,118	48,990.00

February 5, 2015

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 96000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of January 2015.

Cash Sales	\$16,719.00
Credit Card Sales	38,892.00
Refunds	(76.00)
Sales Tax	<u>(3,170.30)</u>
Net Sales	<u>\$52,364.70</u>
Commission Base	<u>\$18,327.64</u>
Commission Payable	\$18,327.64
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$7,127.64</u> ✓

Regards,
Smarte Carte, Inc.

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

2/6/2016

		TOTAL COMMISSION		\$21,422.34				
		Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
CTB TERMINAL:								
	AMERICAN	4.42	300.30	4.55	665.44	865.75	143	345
	UNITED	8.01	644.22	10.59	1,548.04	2,093.06	269	803
	TWA	0.00	-	0.00	-	0	0	0
	CONTINENTAL	0.00	-	0.00	-	0	0	0
	PORT AUTH	59.05	4,011.98	65.80	7,811.51	11,823.48	1910	4232
DELTA TERMINAL:								
	DELTA - 50% PORT AUTH- 50%	16.35	555.43	15.37	1,124.50	1,679.93	529	1166
US AIR TERMINAL:								
	DELTA - 50% PORT AUTH- 60%	10.20	346.50	10.39	769.95	1,106.46	330	788
US AIR SHUTTLE TERM.:								
	DELTA - 50% PORT AUTH- 50%	1.98	67.26	3.30	241.10	308.36	64	250
TOTAL		100.01	6,794.20	100.00	14,628.15	\$17,977.03	3235	7584

TOTAL COMMISSION DUE PORT AUTHORITY 17,977.03

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	36		126	
	3-09	100	143	219	345
United Airlines P.A.	3-06	220		702	
	3-07	39	259	101	803
		0		0	0
		0	0	0	0
		0	0	0	0
Port Authority					
	3-01	183		527	
	3-02	153		127	
	3-03	43		182	
	3-04	83		435	
	3-05	353		180	
	3-010	389		876	
	3-10	42		68	
	3-011	148		341	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	103		189	
	3-31	137		427	
	3-32	61		76	
	3-33	79		516	
	3-34	114		123	
	3-61	11		14	
	3-60	4		13	
	3-35	20		138	

March 5, 2015

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of February 2015.

Cash Sales	\$11,070.00
Credit Card Sales	30,192.00
Refunds	(55.00)
Sales Tax	<u>(2,461.12)</u>
Net Sales	<u>\$38,745.88</u>
Commission Base	<u>\$13,561.08</u>
Commission Payable	\$13,561.08
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$2,361.08</u>

Regards,
Smarte Carte, Inc.

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

3/6/2015

		TOTAL COMMISSION		\$15,853.32				
		Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
CTB TERMINAL:								
	AMERICAN	4.00	176.39	3.74	428.20	604.68	84	222
	UNITED	10.62	463.90	12.46	1,426.40	1,890.29	221	739
	TWA	0.00	-	0.00	-	-	0	0
	CONTINENTAL	0.00	-	0.00	-	-	0	0
	PORT AUTH	60.33	2,660.34	53.43	6,114.68	8,775.02	1267	3170
DELTA TERMINAL:								
	DELTA - 60% PORT AUTH- 60%	12.29	270.97	13.70	784.06	1,055.04	268	813
US AIR TERMINAL:								
	DELTA - 60% PORT AUTH- 60%	9.95	219.38	11.75	672.19	891.57	209	697
US AIR SHUTTLE TERM.:								
	DELTA - 60% PORT AUTH- 60%	2.90	63.94	4.92	201.61	345.55	61	292
TOTAL		99.99	4,409.65	100.00	11,443.67	\$13,681.08	2100	6933

TOTAL COMMISSION DUE PORT AUTHORITY 13,681.08

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	18		53	
	3-09	66	84	169	222
United Airlines P.A.	3-08	185		624	
	3-07	36	221	115	739
		0		0	
		0	0	0	0
		0	0	0	0
Port Authority	3-01	140		361	
	3-02	92		106	
	3-03	23		110	
	3-04	65		258	
	3-05	174		184	
	3-010	268		629	
	3-10	26		62	
	3-011	137		207	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	91		133	
	3-31	133		271	
	3-32	46		72	
	3-33	0		487	
	3-34	51		102	
	3-61	7		21	
	3-60	4		10	
	3-35	31		149	

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-64	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	1276	0	3170
Delta Terminal	1-05	101		347	
Delta	1-01	19		90	
	1-02	48		146	
	1-03	42		139	
	1-04	50	258	91	813
Port Authority	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	44		245	
Delta	2-02	15		22	
	2-03	73		210	
	2-04	38		108	
	2-30	41	209	112	697
Port Authority	2-60	0		0	
	2-61	0		0	
US Air Shuttle		0		0	
Delta	2-01	61	61	292	292
Grand Total		2109	2109	6933	6933

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	87.48%	1,845	11,070.00	84.81%	5,032	30192.00	41,262.00
Delta Airlines	12.52%	264	1,584.00	16.19%	901	5406.00	6,990.00
TOTAL	100.00%	2,109	12,654.00	100.00%	5,933	35,598	48,252.00

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-64	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	1923	0	4232
Delta Terminal	1-05	249		49	
Delta	1-01	53		121	
	1-02	54		193	
	1-03	73		285	
	1-04	100	629	538	1169
Port Authority	1-80	0		0	
	1-81	0		0	
	1-82	0		0	
	1-83	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	67		258	
Delta	2-02	10		38	
	2-03	101		343	
	2-04	71		26	
	2-30	72	330	126	788
Port Authority	2-80	0		0	
	2-81	0		0	
US Air Shuttle	2-01	64	64	250	250
Grand Total		3248	3248	7584	7584

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	85.79%	2,787	18,719.00	85.47%	6,482	30892.00	55,811.00
Delta Airlines	14.21%	482	2,789.00	14.53%	1,102	6612.00	9,361.00
TOTAL	100.00%	3,248	19,488.00	100.00%	7,584	46,504	64,992.00

January 6, 2015

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of December 2014.

Cash Sales	\$12,738.00
Credit Card Sales	30,030.00
Refunds	(14.00)
Sales Tax	<u>(2,447.91)</u>
Net Sales	<u>\$40,308.09</u>
Commission Base	<u>\$14,107.13</u>
Commission Payable	\$14,107.13
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$2,907.13</u>

Regards,
Smarte Carte, Inc.

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

1/8/2015

TOTAL COMMISSION \$16,178.05

	Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
CTB TERMINAL:							
AMERICAN	3.84	193.43	4.33	482.20	076.83	92	260
UNITED	8.98	451.33	8.89	958.27	1,419.80	215	602
TWA	0.00	-	0.00	-	-	0	0
CONTINENTAL	0.00	-	0.00	-	-	0	0
PORT AUTH	84.02	3,224.82	60.28	6,710.25	9,941.07	1536	3482
DELTA TERMINAL:							
DELTA - 60%	13.47	339.26	14.00	705.03	1,124.28	323	814
PORT AUTH- 60%							
US AIR TERMINAL:							
DELTA - 60%	9.71	244.58	12.80	702.09	946.65	233	728
PORT AUTH- 60%							
US AIR SHUTTLE TERM:							
DELTA - 60%	0.00	-	0.00	-	-	0	0
PORT AUTH- 60%							
TOTAL	100.00	6,037.20	100.00	11,140.85	\$14,107.23	2399	6778

TOTAL COMMISSION DUE PORT AUTHORITY

14,107.23

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	39		111	
	3-09	53	92	139	260
United Airlines P.A.	3-06	189		426	
	3-07	46	215	76	502
		0	0	0	0
		0	0	0	0
		0	0	0	0
		0	0	0	0
Port Authority	3-01	160		264	
	3-02	82		237	
	3-03	29		79	
	3-04	72		190	
	3-05	198		320	
	3-010	216		533	
	3-10	62		75	
	3-011	94		230	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	180		207	
	3-31	178		357	
	3-32	60		95	
	3-33	23		537	
	3-34	113		164	
	3-61	24		2	
	3-60	8		10	
	3-35	49		192	

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-64	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	1538	0	3482
Delta Terminal	1-05	137		83	
Delta	1-01	28		64	
	1-02	64		135	
	1-03	35		175	
	1-04	59	323	357	814
Port Authority	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	53		225	
Delta	2-02	30		27	
	2-03	56		198	
	2-04	44		93	
	2-30	48	233	187	728
Port Authority	2-60	0	0	0	0
	2-61	0	0	0	0
US Air Shuttle		0		0	
Delta	2-01	0	0	0	0
Grand Total		2401	2401	5778	5778

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	88.42%	2,123	12,738.00	86.85%	5,005	30030.00	42,788.00
Delta Airlines	11.58%	278	1,688.00	13.35%	771	4826.00	6,294.00
TOTAL	100.00%	2,401	14,408.00	100.00%	5,778	34,856	49,082.00

December 4, 2014

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of November 2014.

Cash Sales	\$9,519.00
Credit Card Sales	24,855.00
Refunds	0.00
Sales Tax	<u>(2,026.07)</u>
Net Sales	<u>\$32,347.93</u>
Commission Base	<u>\$11,321.78</u>
Commission Payable	\$11,321.78
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$121.78</u>

Regards,
Smarte Carte, Inc.

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

12/4/2014

TOTAL COMMISSION \$13,321.78

	Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
CTB TERMINAL:							
AMERICAN	4.18	161.52	4.02	379.98	541.49	77	197
UNITED	8.88	342.35	7.28	688.59	1,030.94	163	357
TWA	0.00	-	0.00	-	-	0	0
CONTINENTAL	0.00	-	0.00	-	-	0	0
PORT AUTH	69.40	2,205.22	67.66	6,449.02	7,744.24	1093	2825
DELTA TERMINAL:							
DELTA - 60%	12.34	238.41	13.64	645.19	883.60	227	669
PORT AUTH- 60%							
US AIR TERMINAL:							
DELTA - 60%	12.07	233.19	13.74	650.01	883.20	222	674
PORT AUTH- 60%							
US AIR SHUTTLE TERM.:							
DELTA -60%	3.16	60.66	3.76	177.45	238.11	50	164
PORT AUTH- 60%							
TOTAL	100.00	3,684.00	100.00	9,482.78	\$11,321.78	1840	4906

TOTAL COMMISSION DUE PORT AUTHORITY 11,321.78

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	32		82	
	3-09	45	77	115	197
United Airlines P.A.	3-08	129		321	
	3-07	34	163	36	357
		0		0	
		0	0	0	0
		0		0	
		0	0	0	0
Port Authority	3-01	88		252	
	3-02	97		193	
	3-03	22		77	
	3-04	55		99	
	3-05	88		320	
	3-10	209		382	
	3-10	40		43	
	3-11	99		229	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	96		139	
	3-31	135		242	
	3-32	43		48	
	3-33	6		450	
	3-34	60		124	
3-61	5		7		
3-80	10		15		
3-35	31		205		

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total	
Delta Terminal	3-64	0		0		
	NKDBK	0		0		
	QTRBK	0		0		
	BANK	0	1093	0	2826	
Delta	1-05	67		276		
	1-01	26		84		
	1-02	34		85		
	1-03	35		109		
	1-04	66	227	136	689	
Port Authority	1-60	0		0		
	1-81	0		0		
	1-82	0		0		
	1-63	0		0		
	1-30	0		0		
	1-31	0		0		
	2-10	0		0		
	1-10	0	0	0	0	
	US Air Terminal	2-31	46		191	
		2-02	17		20	
2-03		45		122		
2-04		46		101		
2-30		88	222	240	674	
Port Authority	2-60	0	0	0	0	
	2-61	0	0	0	0	
US Air Shuttle		0		0		
	Delta	58	58	184	184	
Grand Total		1840	1840	4906	4906	

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	86.22%	1,587	9,519.00	84.44%	4,143	24855.00	34,374.00
Delta Airlines	13.78%	254	1,621.00	15.56%	784	4581.00	8,102.00
TOTAL	100.00%	1,840	11,040.00	100.00%	4,906	29,436	40,476.00

November 4, 2014

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of October 2014

Cash Sales	\$12,386.00
Credit Card Sales	28,046.00
Refunds	(18.00)
Sales Tax	<u>(2,123.15)</u>
Net Sales	<u>\$38,272.85</u>

Commission Base	<u>\$12,695.50</u>
-----------------	--------------------

Commission Payable	\$12,695.50
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$1,495.50</u>

Regards,
Smarte Carte, Inc.

299956

#603550
11/19/14

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

11/14/2014

TOTAL COMMISSION \$14,883.33

GTB TERMINAL:		Cash	COMMISSION	Credit Card	COMMISSION	TOTALS	Cash Usage	CC Usage	
		Usage %	AMOUNT	Usage %	AMOUNT				
AMERICAN		3.87	191.01	4.68	405.05	598.08	91	210	
UNITED		7.02	340.49	7.21	715.59	1,062.08	165	371	
TWA		0.00	-	0.00	-	-	0	0	
CONTINENTAL		0.00	-	0.00	-	-	0	0	
PORT AUTH		64.28	3,171.68	67.39	5,897.79	6,809.47	1510	2054	
DELTA TERMINAL:									
DELTA - 60%		11.79	290.98	12.86	638.44	929.40	277	682	
PORT AUTH - 60%									
US AIR TERMINAL:									
DELTA - 60%		10.88	263.67	14.03	696.30	959.87	261	722	
PORT AUTH - 60%									
US AIR SHUTTLE TERM.:									
DELTA - 60%		2.38	68.73	4.43	219.89	278.62	66	228	
PORT AUTH - 60%									
TOTAL		100.00	4,935.70	100.00	9,927.62	12,695.60	2350	6147	

TOTAL COMMISSION DUE PORT AUTHORITY 12,695.60

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
GTB Terminal					
American Airlines	3-08	42		102	
	3-09	49	91	108	210
United Airlines P.A.	3-08	131		324	
	3-07	34	165	47	371
		0	0	0	0
		0	0	0	0
		0	0	0	0
Port Authority	3-01	110		277	
	3-02	105		248	
	3-03	17		61	
	3-04	80		188	
	3-05	142		311	
	3-010	184		468	
	3-10	38		69	
	3-011	119		242	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	113		176	
	3-31	202		301	
	3-32	39		49	
	3-33	177		370	
	3-34	121		95	
	3-61	15		16	
	3-80	11		15	
	3-35	40		219	

APA 952

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-64	0		0	
	NKOBK	0		0	
	QTRBK	0		0	
	BANK	0	1613	0	2954
Delta Terminal	1-05	100		276	
Delta	1-01	29		59	
	1-02	31		82	
	1-03	64		99	
	1-04	63	277	167	662
Port Authority	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	80		217	
Delta	2-02	27		37	
	2-03	63		162	
	2-04	51		142	
	2-30	40	251	164	722
Port Authority	2-60	0		0	
	2-61	0		0	
US Air Shuttle		0		0	
Delta	2-01	68	68	228	228
Grand Total		2353	2353	5147	5147

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	87.69%	2,061	12,368.00	84.34%	4,341	26048.00	38,412.00
Delta Airlines	12.41%	292	1,762.00	16.66%	806	4838.00	6,598.00
TOTAL	100.00%	2,353	14,118.00	100.00%	5,147	30,882	45,000.00

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

#####

TOTAL COMMISSION \$18,139.01

	Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
OTB TERMINAL:							
AMERICAN	5.00	339.80	4.30	487.77	827.66	187	252.8333333
UNITED	9.08	615.71	8.65	980.68	1,596.39	303	508.3333333
TWA	0.00	-	0.00	-	-	0	0
CONTINENTAL	0.00	-	0.00	-	-	0	0
PORT AUTH	63.11	4,288.92	62.17	6,805.53	11,094.45	2109	3655.1866667
DELTA TERMINAL:							
DELTA - 50% PORT AUTH- 50%	11.74	398.92	11.21	835.03	1,034.75	392	659.1666667
US AIR TERMINAL:							
DELTA - 50% PORT AUTH- 50%	11.10	377.18	13.68	775.70	1,152.07	371	804.1666667
US AIR SHUTTLE TERM.:							
DELTA - 50% PORT AUTH- 50%	0.00	-	0.00	-	-	0	0
TOTAL	100.01	6,795.55	100.00	11,343.05	\$16,706.03	3342	5879.6666667

TOTAL COMMISSION DUE PORT AUTHORITY 16,706.03

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
OTB Terminal					
American Airlines	3-08	76.8		119.5	
	3-09	80.2	167.0	133.3	252.8
United Airlines P.A.	3-06	258.5		435.2	
	3-07	43.3	302.8	73.2	508.3
			0.0		0.0
			0.0		0.0
Port Authority	3-01	134.5		281.2	
	3-02	139.7		277.7	
	3-03	46.2		79.2	
	3-04	93.0		201.0	
	3-05	338.5		528.0	
	3-010	423.5		483.8	
	3-10	65.0		68.2	
	3-011	183.8		287.2	
	3-11	0.0		0.0	
	3-12	0.0		0.0	
	3-13	0.0		0.0	
	3-30	107.3		282.3	
	3-31	197.5		342.8	
	3-32	64.5		44.0	
	3-33	167.0		389.8	
	3-34	89.2		95.2	
	3-61	10.7		16.8	
	3-60	11.3		13.5	
	3-35	38.0		286.5	

October 7, 2014

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

COMBINED - PRICE INCREASE

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of September 2014.

Cash Sales	\$17,016.00
Credit Card Sales	\$30,316.00
Refunds	(\$12.00)
Sales Tax	<u>(\$2,471.14)</u>
Net Sales	<u>\$44,848.86</u>
Commission Base	<u>\$15,696.40</u>
Commission Payable	\$15,696.40
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$4,496.40</u>

Regards,
Smarte Carte, Inc.

\$4,506.02 19.627
Short

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-84	0.0		0.0	
	NKDBK	0.0		0.0	
	QTRBK	0.0		0.0	
	BANK	0.0	2110.7	0.0	3855.2
Delta Terminal	1-05	160.0		267.8	
Delta	1-01	35.8		61.7	
	1-02	59.7		78.0	
	1-03	63.8		121.3	
	1-04	83.2	392.2	190.3	659.2
Port Authority	1-60	0.0		0.0	
	1-81	0.0		0.0	
	1-62	0.0		0.0	
	1-63	0.0		0.0	
	1-30	0.0		0.0	
	1-31	0.0		0.0	
	2-10	0.0		0.0	
	1-10	0.0	0.0	0.0	0.0
US Air Terminal	2-31	115.8		237.5	
Delta	2-02	32.8		23.0	
	2-03	78.0		212.0	
	2-04	79.2		168.3	
	2-30	85	370.8	173.3	804.2
Port Authority	2-60	0	0	0	0
	2-81	0	0	0	0
US Air Shuttle					
Delta	2-01		0		0
Grand Total		3344	3344	6880	6880

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	88.59%	2,982	17,015	86.98%	6,277	30,316	47,330.00
Delta Airlines	11.41%	382	2,414	14.02%	860	4,970	7,384.00
TOTAL	100.00%	3,344	19,429.00	100.00%	6,137	35,286	64,714.00

October 7, 2014

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

NEW PRICE - \$6.00

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of September 2014.

Cash Sales	\$11,870.00
Credit Card Sales	23,592.50
Refunds	(12.00)
Sales Tax	<u>(1,923.15)</u>
Net Sales	<u>\$33,527.35</u>
Commission Base	<u>\$11,734.57</u>
Commission Payable	\$11,734.57
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$534.57</u>

Regards,
Smarte Carte, Inc.

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

#####

TOTAL COMMISSION \$13,612.11

	Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
CTB TERMINAL:							
AMERICAN	4.52	214.16	3.95	350.72	564.88	102	182
UNITED	8.81	417.41	7.66	679.59	1,097.00	199	352
TWA	0.00	-	0.00	-	-	0	0
CONTINENTAL	0.00	-	0.00	-	-	0	0
PORT AUTH	61.88	2,930.80	59.32	6,264.08	6,194.96	1396	2729
DELTA TERMINAL:							
DELTA - 60%	11.22	265.80	10.83	480.44	746.24	253	498
PORT AUTH- 60%							
US AIR TERMINAL:							
DELTA - 60%	11.25	288.51	14.22	630.88	897.39	264	654
PORT AUTH- 60%							
US AIR SHUTTLE TERM.:							
DELTA - 60%	2.33	55.20	4.02	178.58	233.77	53	185
PORT AUTH- 60%							
TOTAL	99.99	4,737.95	100.00	8,874.17	\$11,734.24	2258	4801

TOTAL COMMISSION DUE PORT AUTHORITY 11,734.24

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	49.8		91.6	
	3-09	62.2	102	90.3	181.8
United Airlines P.A.				0	
	3-06	171.5		313.2	
	3-07	27.3	198.8	39.2	352.3
		0.0		0.0	
		0.0	0.0	0.0	0.0
		0.0		0.0	
		0.0	0.0	0.0	0.0
Port Authority					
	3-01	91.6		211.2	
	3-02	73.7		189.7	
	3-03	23.2		60.2	
	3-04	49.0		129.0	
	3-05	182.5		391.0	
	3-010	255.5		348.8	
	3-10	53.0		51.2	
	3-011	108.8		213.2	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	128.3		142.3	
	3-31	139.5		277.8	
	3-32	50.5		38.0	
	3-33	124.0		314.8	
	3-34	69.2		78.2	
	3-61	6.7		13.8	
	3-60	9.3		13.5	
	3-35	33.0		260.6	

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-04	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	1397.7	0	2729.2
Delta Terminal	1-05	94.0		195.8	
Delta	1-01	28.5		49.7	
	1-02	41.7		59.0	
	1-03	32.8		88.3	
	1-04	68.2	253.2	105.3	499.2
Port Authority	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0.0	0	0
US Air Terminal	2-31	83.8		209.5	
Delta	2-02	23.8		18.0	
	2-03	49.0		160.0	
	2-04	62.2		120.3	
	2-30	45.0	253.8	146.3	654.2
Port Authority	2-60	0.0		0.0	
	2-61	0.0		0.0	
US Air Shuttle		0.0		0.0	
Delta	2-01	62.7	62.7	185.2	185.2
Grand Total		2258	2258	4601	4601

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	GC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	87.81%	1,978	11,870.00	85.46%	3,932	23592.50	35,462.50
Delta Airlines	12.39%	280	1,679.00	14.54%	669	4012.50	5,691.50
TOTAL	100.00%	2,258	13,549.00	100.00%	4,601	27,605	41,154.00

October 7, 2014

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

OLD PRICE \$5.00

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of September 2014.

Cash Sales	\$5,145.00
Credit Card Sales	6,722.50
Refunds	0.00
Sales Tax	<u>(547.99)</u>
Net Sales	<u>\$11,319.51</u>
Commission Base	<u>\$3,961.84</u>
Commission Payable	\$3,961.84
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$0.00</u>

Regards,
Smarte Carte, Inc.

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

#####

TOTAL COMMISSION \$4,526.30

		Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
CTB TERMINAL:								
	AMERICAN	5.53	113.81	4.62	114.12	227.93	65	71
	UNITED	8.84	181.93	10.16	250.75	432.67	104	156
	TWA	0.00	-	0.00	-	-	0	0
	CONTINENTAL	0.00	-	0.00	-	-	0	0
	PORT AUTH	60.63	1,247.77	60.29	1,408.40	2,736.17	713	926
DELTA TERMINAL:								
	DELTA - 50% PORT AUTH- 50%	11.82	121.63	10.48	129.39	251.02	139	101
US AIR TERMINAL:								
	DELTA - 50% PORT AUTH- 50%	9.86	102.39	9.77	120.65	222.94	117	160
US AIR SHUTTLE TERM.:								
	DELTA -50% PORT AUTH- 50%	3.23	33.24	4.69	57.86	91.10	38	72
TOTAL		100.00	2,068.00	100.00	2,468.89	\$3,961.83	1176	1636

TOTAL COMMISSION DUE PORT AUTHORITY 3,961.83

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	27		28	
	3-09	38	65	43	71
United Airlines P.A.	3-06	88		122	
	3-07	16	104	34	156
		0		0	
		0	0	0	0
		0		0	
		0	0	0	0
Port Authority					
	3-01	43		70	
	3-02	66		78	
	3-03	23		19	
	3-04	44		72	
	3-05	157		137	
	3-010	188		135	
	3-10	12		16	
	3-011	75		74	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	21		120	
	3-31	68		65	
	3-32	14		8	
	3-33	43		76	
	3-34	20		19	
	3-81	4		3	
	3-60	2		0	
	3-35	6		36	

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-84	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	713	0	926
Delta Terminal	1-05	65		72	
	1-01	9		12	
	1-02	18		19	
	1-03	21		33	
	1-04	25	139	25	161
Port Authority	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
US Air Terminal	1-10	0	0	0	0
	2-31	32		28	
	2-02	9		61	
	2-03	29		62	
	2-04	27		38	
Port Authority	2-30	20	117	27	160
	2-60	0	0	0	0
US Air Shuttle	2-61	0	0	0	0
	Delta	0		0	
Delta	2-01	38	38	72	72
Grand Total		1178	1178	1536	1536

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	87.50%	1,029	5,145.00	87.53%	1,346	6722.50	11,867.50
Delta Airlines	12.50%	147	735.00	12.47%	192	957.50	1,692.50
TOTAL	100.00%	1,178	5,880.00	100.00%	1,536	7,680	13,560.00

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

9/17/2014

		TOTAL COMMISSION		\$22,029.60				
		Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
CTB TERMINAL:								
	AMERICAN	3.80	334.08	3.48	458.09	792.17	191	285
	UNITED	8.00	703.32	7.24	957.98	1,681.30	402	596
	TWA	0.00	-	0.00	-	0	0	0
	CONTINENTAL	0.00	-	0.00	-	0	0	0
	PORT AUTH	61.92	5,443.68	57.83	7,616.38	13,059.05	3111	4738
DELTA TERMINAL:								
	DELTA - 60%	12.40	645.07	12.40	828.98	1,372.05	623	1029
	PORT AUTH- 60%							
US AIR TERMINAL:								
	DELTA - 60%	11.37	489.80	13.99	925.83	1,426.63	571	1162
	PORT AUTH- 60%							
US AIR SHUTTLE TERM:								
	DELTA - 60%	2.51	110.33	5.29	350.40	460.73	128	436
	PORT AUTH- 60%							
TOTAL		100.00	8,791.48	100.00	13,238.12	\$18,770.93	6024	8238

TOTAL COMMISSION DUE PORT AUTHORITY **18,770.93**

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	63		130	
	3-09	128	191	155	285
United Airlines P.A.					
	3-06	328		524	
	3-07	74	402	72	596
		0		0	
		0	0	0	0
		0		0	
		0	0	0	0
Port Authority					
	3-01	336		447	
	3-02	39		371	
	3-03	98		121	
	3-04	160		217	
	3-05	495		691	
	3-010	268		671	
	3-10	92		103	
	3-011	346		371	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	177		284	
	3-31	321		512	
	3-32	141		95	
	3-33	438		390	
	3-34	85		273	
	3-81	19		28	
	3-60	13		19	
	3-35	95		145	

September 4, 2014

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of August 2014.

Cash Sales	\$21,820.00
Credit Card Sales	34,837.50
Refunds	(1.50)
Sales Tax	<u>(2,823.49)</u>
Net Sales	<u>\$53,632.51</u>
Commission Base	<u>\$18,771.38</u>
Commission Payable	\$18,771.38
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$7,571.38</u>

Regards,
Smarte Carte, Inc.

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-84	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	3111	0	4738
Delta Terminal	1-05	246		443	
	1-01	66		100	
	1-02	91		110	
	1-03	73		171	
Port Authority	1-04	(47)	623	205	1029
	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
US Air Terminal	1-10	0	0	0	0
	2-31	312		397	
	2-02	46		40	
	2-03	161		331	
	2-04	109		163	
	2-30	1	571	201	1152
Port Authority	2-60	0	0	0	0
	2-61	0	0	0	0
US Air Shuttle		0		0	
	2-01	126	126	436	436
Grand Total		5024	5024	8238	8238

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CO Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	86.86%	4,364	21,820.00	84.11%	6,928	34837.60	56,467.60
Delta Airlines	13.14%	660	3,300.00	15.89%	1,309	6542.60	9,842.60
TOTAL	100.00%	6,024	25,120.00	100.00%	8,236	41,180	66,300.00

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

8/4/2014

TOTAL COMMISSION \$18,002.02

	Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CG Usage
OTB TERMINAL:							
AMERICAN	3.83	288.85	3.97	430.77	719.62	165	268
UNITED	6.69	532.34	7.34	705.64	1,327.98	304	495
TWA	0.00	-	0.00	-	0	0	0
CONTINENTAL	0.00	-	0.00	-	0	0	0
PORT AUTH	83.93	6,087.07	67.65	6,240.80	11,327.87	2907	3883
DELTA TERMINAL:							
DELTA - 60% PORT AUTH- 60%	0.83	391.10	13.61	737.77	1,128.87	447	918
US AIR TERMINAL:							
DELTA - 60% PORT AUTH- 60%	13.20	626.18	13.32	722.50	1,247.68	600	898
US AIR SHUTTLE TERM.:							
DELTA -60% PORT AUTH- 60%	2.73	108.62	4.21	228.24	336.86	124	264
TOTAL	100.00	7,957.26	100.00	10,844.78	\$16,088.88	4547	6747

TOTAL COMMISSION DUE PORT AUTHORITY 16,088.88

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
OTB Terminal					
American Airlines	3-08	56		133	
	3-09	109	165	135	268
United Airlines P.A.	3-06	254		436	
	3-07	50	304	59	495
		0		0	0
		0	0	0	0
		0	0	0	0
		0	0	0	0
Port Authority					
	3-01	170		371	
	3-02	161		253	
	3-03	60		101	
	3-04	118		165	
	3-05	334		499	
	3-010	434		620	
	3-10	108		91	
	3-011	194		318	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	163		293	
	3-31	386		447	
	3-32	121		77	
	3-33	344		412	
	3-34	189		188	
	3-61	19		32	
	3-60	17		24	
	3-35	99		91	

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-84	0		0	
	NKOBK	0		0	
	QTRBK	0		0	
	BANK	0	2007	0	3883
Delta Terminal	1-05	166		388	
Delta	1-01	57		94	
	1-02	43		134	
	1-03	78		144	
	1-04	103	447	168	918
Port Authority	1-80	0		0	
	1-81	0		0	
	1-82	0		0	
	1-83	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	204		283	
Delta	2-02	81		52	
	2-03	118		257	
	2-04	78		143	
	2-30	119	600	184	898
Port Authority	2-60	0		0	
	2-61	0		0	
US Air Shuttle		0		0	
Delta	2-01	124	124	284	284
Grand Total		4547	4547	6747	6747

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CG Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	87.12%	3,982	10,807.60	84.43%	5,687	28,482.80	48,290.40
Delta Airlines	12.88%	688	2,927.50	15.57%	1,051	6,262.60	8,180.00
TOTAL	100.00%	4,670	22,735.10	100.00%	6,738	34,745.40	55,475.60

July 8, 2014

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1617
PHILADELPHIA PA 19195-1617
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
-PORT AUTHORITY for the month of June 2014.

Cash Sales	\$17,802.50
Credit Card Sales	25,845.00
Refunds	0.00
Sales Tax	<u>(2,106.77)</u>
Net Sales	<u>\$41,620.73</u>
Commission Base	<u>\$14,567.26</u>
Commission Payable	\$14,567.26
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$3,367.26</u>

Regards,
Smarte Carte, Inc.

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

7/8/2014

TOTAL COMMISSION \$16,798.16

	Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
OTB TERMINAL:							
AMERICAN	4.06	288.89	4.17	403.44	692.33	185	251
UNITED	6.98	498.66	8.17	780.82	1,287.48	284	492
TWA	0.00	-	0.00	-	-	0	0
CONTINENTAL	0.00	-	0.00	-	-	0	0
PORT AUTH	64.89	4,617.26	69.28	5,739.67	10,356.82	2638	3571
DELTA TERMINAL:							
DELTA - 80%	10.03	358.84	12.08	627.87	986.61	408	781
PORT AUTH - 80%							
US AIR TERMINAL:							
DELTA - 80%	11.69	411.28	12.12	588.88	997.98	470	730
PORT AUTH - 80%							
US AIR SHUTTLE TERM.:							
DELTA - 80%	2.48	88.23	3.30	169.93	248.16	101	199
PORT AUTH - 80%							
TOTAL	100.00	7,115.60	100.00	9,682.66	\$14,667.26	4066	6024

TOTAL COMMISSION DUE PORT AUTHORITY 14,667.26

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	76		137	
	3-09	89	165	114	261
United Airlines P.A.	3-08	243		414	
	3-07	41	284	78	492
		0		0	
		0	0	0	0
		0	0	0	0
Port Authority	3-01	267		429	
	3-02	309		477	
	3-03	67		228	
	3-04	173		228	
	3-05	24		29	
	3-010	405		652	
	3-10	70		89	
	3-011	204		338	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	194		205	
	3-31	322		368	
	3-32	66		78	
	3-33	358		300	
	3-34	116		146	
	3-61	13		17	
	3-60	7		27	
	3-35	85		50	

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-64	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	2838	0	3571
Delta Terminal	1-05	123		306	
Delta	1-01	40		70	
	1-02	78		103	
	1-03	60		140	
	1-04	87	408	162	781
Port Authority	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	169		178	
Delta	2-02	31		20	
	2-03	103		245	
	2-04	73		155	
	2-30	94	470	126	730
Port Authority	2-60	0	0	0	0
	2-61	0	0	0	0
US Air Shuttle		0		0	
Delta	2-01	101	101	199	199
Grand Total		4068	4068	6024	6024

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	87.96%	3,577	17,882.50	65.81%	5,169	25845.00	43,727.50
Delta Airlines	12.04%	490	2,447.50	14.19%	855	4275.00	6,722.50
TOTAL	100.00%	4,068	20,330.00	100.00%	6,024	30,120	60,460.00

June 4, 2014

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

AA9956

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of May 2014.

Cash Sales	\$17,827.50
Credit Card Sales	24,467.50
Refunds	(12.00)
Sales Tax	<u>(1,993.87)</u>
Net Sales	<u>\$40,079.33</u>
Commission Base	<u>\$14,027.77</u>
Commission Payable	\$14,027.77
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$2,827.77</u>

Regards,
Smarte Carte, Inc.

AA9964

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

6/4/2014

TOTAL COMMISSION \$16,533.22

	Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
CTB TERMINAL:							
AMERICAN	3.84	274.42	4.83	463.27	727.89	167	282
UNITED	8.95	496.87	7.19	676.08	1,171.75	284	420
TWA	0.00	-	0.00	-	-	0	0
CONTINENTAL	0.00	-	0.00	-	-	0	0
PORT AUTH	61.76	4,413.66	66.60	5,209.39	9,822.92	2522	3241
DELTA TERMINAL:							
DELTA - 60% PORT AUTH- 60%	11.61	414.84	16.88	744.20	1,159.04	474	926
US AIR TERMINAL:							
DELTA - 60% PORT AUTH- 60%	11.76	419.85	13.27	622.85	1,042.69	480	776
US AIR SHUTTLE TERM:							
DELTA - 60% PORT AUTH- 60%	4.09	146.14	3.36	167.52	303.68	167	196
TOTAL	100.00	7,146.30	100.00	9,386.89	\$14,027.78	4084	6840

TOTAL COMMISSION DUE PORT AUTHORITY 14,027.78

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	79		176	
	3-09	78	167	104	282
United Airlines P.A.	3-06	260		394	
	3-07	24	284	28	420
		0		0	
		0	0	0	0
		0	0	0	0
Port Authority	3-01	270		405	
	3-02	284		416	
	3-03	89		168	
	3-04	101		132	
	3-05	141		197	
	3-010	455		647	
	3-10	67		71	
	3-011	197		329	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	168		148	
	3-31	262		338	
	3-32	66		40	
	3-33	281		268	
	3-34	99		130	
	3-81	16		12	
	3-60	7		13	
	3-35	43		48	

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total	
Delta Terminal	3-64	0		0		
	HKDBK	0		0		
	QTRBK	0		0		
	BAWK	0	2624	0	3241	
Delta	1-05	148		348		
	1-01	88		105		
	1-02	117		155		
	1-03	77		136		
	1-04	73	474	182	928	
Port Authority	1-80	0		0		
	1-81	0		0		
	1-82	0		0		
	1-83	0		0		
	1-30	0		0		
	1-31	0		0		
	2-10	0		0		
	1-10	0	0	0	0	
	US Air Terminal	2-31	168		188	
		2-02	21		2	
2-03		123		271		
2-04		82		231		
2-30		88	480	105	775	
Port Authority	2-80	0		0		
	2-81	0		0		
US Air Shuttle		0		0		
	2-01	187	187	196	196	
Grand Total		4088	4088	5840	5840	

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	88.28%	3,620	17,827.50	83.78%	4,892	24457.50	42,085.00
Delta Airlines	13.72%	661	2,802.50	16.24%	949	4742.60	7,646.00
TOTAL	100.00%	4,088	20,430.00	100.00%	6,840	29,200	49,830.00

997956

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

5/6/2014

		TOTAL COMMISSION		\$17,307.71				
		Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
CTB TERMINAL:								
	AMERICAN	3.92	272.75	4.32	446.84	719.60	156	278
	UNITED	5.92	461.49	7.88	813.32	1,204.81	275	506
	TWA	0.00	-	0.00	-	-	0	0
	CONTINENTAL	0.00	-	0.00	-	-	0	0
	PORT AUTH	69.81	4,161.58	52.69	5,453.72	9,615.30	2370	3393
DELTA TERMINAL:								
	DELTA - 50% PORT AUTH- 50%	15.07	524.20	19.83	1,015.84	1,540.13	509	1264
US AIR TERMINAL:								
	DELTA - 50% PORT AUTH- 50%	11.04	384.08	9.82	507.92	892.00	439	632
US AIR SHUTTLE TERM.:								
	DELTA - 50% PORT AUTH- 50%	3.24	112.72	5.85	294.14	406.86	129	366
TOTAL		100.00	5,958.00	100.00	10,349.71	\$14,488.70	3978	6439

TOTAL COMMISSION DUE PORT AUTHORITY **14,488.70**

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	62		138	
	3-09	94	156	142	278
United Airlines P.A.					
	3-08	238		437	
	3-07	39	275	69	506
		0		0	
		0	0	0	0
		0	0	0	0
		0	0	0	0
Port Authority					
	3-01	228		482	
	3-02	210		420	
	3-03	68		99	
	3-04	87		131	
	3-05	164		244	
	3-010	494		733	
	3-10	48		66	
	3-011	162		322	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	155		149	
	3-31	207		303	
	3-32	47		39	
	3-33	329		236	
	3-34	138		100	
	3-61	17		10	
	3-60	5		10	
	3-35	65		69	

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-84	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	2380	0	3393
Delta Terminal	1-05	194		608	
Delta	1-01	74		158	
	1-02	119		219	
	1-03	91		180	
	1-04	121	598	220	1284
Port Authority	1-80	0		0	
	1-81	0		0	
	1-82	0		0	
	1-83	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	144		174	
Delta	2-02	26		28	
	2-03	93		205	
	2-04	87		162	
	2-30	89	439	73	632
Port Authority	2-80	0		0	
	2-81	0		0	
US Air Shuttle		0		0	
Delta	2-01	129	129	368	386
Grand Total		3978	3978	6439	6439

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	85.33%	3,395	16,972.50	82.44%	6,308	26540	43,512.60
Delta Airlines	14.67%	584	2,917.50	17.56%	1,131	5655	8,572.60
TOTAL	100.00%	3,978	19,890.00	100.00%	8,439	32,195	82,085.00

May 8, 2014

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of recaps from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of April 2014.

Cash Sales	\$16,972.50
Credit Card Sales	28,540.00
Refunds	(10.00)
Sales Tax	<u>(2,183.42)</u>
Net Sales	<u>\$41,339.08</u>
Commission Base	<u>\$14,468.68</u>
Commission Payable	\$14,468.68
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$3,268.68</u>

Regards,
Smarte Carte, Inc.

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

4/3/2014

A9A 956

TOTAL COMMISSION \$12,583.28

	Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
CTB TERMINAL:							
20 AMERICAN	4.20	211.68	4.20	316.65	528.33	121	197
UNITE	8.44	425.38	10.16	766.70	1,192.08	243	477
TWA	0.00	-	0.00	-		0	0
CONTINENTAL	0.00	-	0.00	-		0	0
PORT AUTH	57.43	2,894.47	53.91	4,066.59	6,961.06	1654	2530
DELTA TERMINAL:							
30 DELTA - 50%	13.16	331.63	17.30	652.58	984.21	379	812
PORT AUTH- 50%							
US AIR TERMINAL:							
40 DELTA - 50%	11.04	278.21	10.40	392.19	670.40	318	488
PORT AUTH- 50%							
US AIR SHUTTLE TERM.:							
10 DELTA - 50%	5.73	144.40	4.03	151.89	296.29	165	189
PORT AUTH- 50%							
TOTAL	100.00	5,040.00	100.00	7,543.28	\$10,632.37	2880	4693

TOTAL COMMISSION DUE PORT AUTHORITY

10,632.37

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	58		89	
	3-09	63	121	108	197
United Airlines P.A.	3-06	203		393	
	3-07	40	243	84	477
		0		0	
		0	0	0	0
		0		0	
		0	0	0	0
Port Authority	3-01	178		362	
	3-02	143		288	
	3-03	29		63	
	3-04	46		73	
	3-05	118		187	
	3-010	252		588	
	3-10	40		47	
	3-011	180		227	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	101		101	
	3-31	169		214	
	3-32	35		28	
	3-33	213		217	
	3-34	90		68	
3-61	15		15		
3-60	8		6		
3-35	40		46		

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total	
Delta Terminal	3-64	0		0		
	NKDBK	0		0		
	QTRBK	0		0		
	BANK	0	1657	0	2530	
Delta	1-05	123		319		
	1-01	49		97		
	1-02	91		157		
	1-03	45		99		
	1-04	71	379	140	812	
Port Authority	1-60	0		0		
	1-61	0		0		
	1-62	0		0		
	1-63	0		0		
	1-30	0		0		
	1-31	0		0		
	2-10	0		0		
	1-10	0	0	0	0	
	US Air Terminal Delta	2-31	111		128	
		2-02	23		18	
2-03		59		186		
2-04		56		93		
2-30		69	318	63	488	
Port Authority		2-60	0	0	0	0
	2-61	0	0	0	0	
US Air Shuttle Delta		0		0		
	2-01	165	165	189	189	
Grand Total		2883	2883	4693	4693	

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	85.05%	2,452	12,260.00	84.14%	3,949	19743	32,002.50
Delta Airlines	14.95%	431	2,155.00	15.86%	745	3723	5,877.50
TOTAL	100.00%	2,883	14,415.00	100.00%	4,693	23,466	37,880.00

April 3, 2014

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of March 2014.

Cash Sales	\$12,260.00
Credit Card Sales	19,742.50
Refunds	(15.00)
Sales Tax	<u>(1,609.32)</u>
Net Sales	<u>\$30,378.18</u>
Commission Base	<u>\$10,632.36</u>
Commission Payable	\$10,632.36
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$0.00</u>

Regards,
Smarte Carte, Inc.

April 3, 2014

DELTA AIRLINES, INC.
PO BOX 101153
ATLANTA GA 30392-1153
Ven #30891

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- DELTA for the month of March 2014.

Cash Sales	2,155.00
Credit Card Sales	3,722.50
Refunds	0.00
Sales Tax	<u>(303.44)</u>
Net Sales	<u><u>5,574.06</u></u>

Commission Base	<u><u>5,574.06</u></u>
-----------------	------------------------

Commission Payable	1,950.92
--------------------	----------

Commission Due (Check Enclosed)	<u><u>1,950.92</u></u>
---------------------------------	------------------------

Regards,
Smarte Carte, Inc.

A9A956

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

TOTAL COMMISSION \$13,959.13

	Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
CTB TERMINAL:							
AMERICAN	4.64	245.02	4.62	395.41	640.43	140	240
UNION	8.07	435.64	10.29	880.83	1,316.38	249	648
TWA	0.00	-	0.00	-	-	0	0
CONTINENTAL	0.00	-	0.00	-	-	0	0
PORT AUTH	69.63	3,212.83	64.10	4,630.77	7,843.60	1836	2881
DELTA TERMINAL:							
DELTA - 60% PORT AUTH - 60%	12.39	334.34	16.71	716.27	1,049.61	382	690
US AIR TERMINAL:							
DELTA - 60% PORT AUTH - 60%	9.40	263.60	10.42	446.04	699.70	250	655
US AIR SHUTTLE TERM:							
DELTA - 60% PORT AUTH - 60%	6.06	163.53	3.85	164.75	328.28	187	205
TOTAL	99.99	5,397.00	100.00	9,559.13	\$11,878.00	3004	5325

TOTAL COMMISSION DUE PORT AUTHORITY 11,878.00

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	66		102	
	3-09	84	140	144	240
United Airlines P.A.					
	3-06	214		485	
	3-07	35	249	83	540
		0		0	
		0	0	0	0
		0	0	0	0
Port Authority					
	3-01	188		381	
	3-02	176		308	
	3-03	25		90	
	3-04	40		125	
	3-05	164		243	
	3-010	390		686	
	3-10	38		55	
	3-011	117		231	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	111		123	
	3-31	183		243	
	3-32	49		43	
	3-33	236		203	
	3-34	88		72	
	3-61	16		13	
	3-60	2		18	
	3-36	43		47	

Invoice 581993
03/20/13

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-04	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	1837	0	2881
Delta Terminal Delta	1-05	138		340	
	1-01	44		118	
	1-02	80		201	
	1-03	60		97	
Port Authority	1-04	60	382	137	890
	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
US Air Terminal Delta	2-10	0		0	0
	1-10	0	0	0	0
US Air Terminal Delta	2-31	04		138	
	2-02	21		21	
	2-03	83		210	
	2-04	40		120	
Port Authority	2-30	52	290	88	566
	2-60	0.0		0.0	
	2-61	0.0		0.0	
US Air Shuttle Delta		0		0	
	2-01	187	187	205	205
Grand Total		3085	3085	6325	6325

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	86.08%	2,056	13,277.50	84.51%	4,500	22500	35,777.50
Delta Airlines	13.92%	430	2,147.50	15.49%	825	4125	6,272.50
TOTAL	100.00%	3,085	15,425.00	100.00%	5,325	26,625	42,050.00

March 6, 2014

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 96000-1617
PHILADELPHIA PA 19195-1617
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of February 2014.

Cash Sales	\$13,277.50
Credit Card Sales	22,600.00
Refunds	(6.00)
Sales Tax	<u>(1,834.10)</u>
Net Sales	<u>\$33,938.40</u>
Commission Base	<u>\$11,878.44</u>
Commission Payable	\$11,878.44
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$678.44</u>

Regards,
Smarte Carle, Inc.

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

Agg 956

TOTAL COMMISSION \$22,094.98

CTB TERMINAL:	Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
AMERICAN	4.38	385.40	4.78	834.90	1,020.30	220	396
UNITED	8.98	612.41	6.30	917.80	1,530.21	350	671
TWA	0.00		0.00			0	0
CONTINENTAL	0.00		0.00			0	0
PORT AUTH	68.47	5,144.78	63.71	7,141.46	12,286.22	2040	4443
DELTA TERMINAL:							
DELTA - 60% PORT AUTH - 60%	13.98	615.05	17.43	1,168.90	1,773.95		1442
US AIR TERMINAL:							
DELTA - 60% PORT AUTH - 60%	13.06	574.13	11.01	791.82	1,365.75	658	985
US AIR SHUTTLE TERM.:							
DELTA - 60% PORT AUTH - 60%	3.18	130.02	6.27	350.40	489.43	150	438
TOTAL	100.00	8,799.00	100.00	13,295.98	18,465.86	5028	8272

5,068.43
5,800.51

1/14
7,289.17
35,103.49

TOTAL COMMISSION DUE PORT AUTHORITY 18,465.81

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal	American Airlines				
	3-08	106		182	
	3-09	114	220	213	396
United Airlines P.A.	3-06	291		478	
	3-07	69	350	93	571
		0	0	0	0
		0	0	0	0
		0	0	0	0
Port Authority	3-01	297		533	
	3-02	273		350	
	3-03	84		174	
	3-04	112		241	
	3-05	263		409	
	3-010	673		928	
	3-10	60		59	
	3-011	229		426	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	168		226	
	3-31	302		378	
	3-32	84		74	
	3-33	369		332	
3-34	140		178		
3-81	13		24		
3-60	13		20		
3-35	821		97		

February 5, 2014

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of January 2014.

Cash Sales	\$21,380.00
Credit Card Sales	34,202.50
Refunds	(45.00)
Sales Tax	<u>(2,788.03)</u>
Net Sales	<u>\$52,758.47</u>

Commission Base	<u>\$18,465.81</u>
-----------------	--------------------

Commission Payable	\$10,465.81
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$7,265.81</u>

Regards,
Smarte Carte, Inc.

#580318

2/26/14

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-84	0		0	
	NKDBK	0		0	
	OTRBR	0		0	
	BANK	0	2949	0	4443
Delta Terminal	1-05	238		500	
Delta	1-01	80		188	
	1-02	169		220	
	1-03	97		212	
	1-04	121	703	242	1442
Port Authority	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	164		264	
Delta	2-02	35		20	
	2-03	151		369	
	2-04	138		232	
	2-30	178	658	106	995
Port Authority	2-00	0	0	0	0
	2-61	0	0	0	0
US Air Shuttle		0		0	
Delta	2-01	169	169	438	438
Grand Total		6037	6037	8272	8272

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	84.93%	4,278	21,390.00	82.69%	6,841	34203	55,692.60
Delta Airlines	15.07%	769	3,795.00	17.31%	1,432	7158	10,952.60
TOTAL	100.00%	5,037	25,185.00	100.00%	8,272	41,360	66,645.00

December 5, 2013

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517

Aga 956

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of November 2013.

Cash Sales	\$13,127.50
Credit Card Sales	17,532.50
Refunds	(20.00)
Sales Tax	<u>(1,429.17)</u>
Net Sales	<u><u>\$29,210.83</u></u>

Commission Base	<u><u>\$10,223.79</u></u>
-----------------	---------------------------

Commission Payable	\$10,223.79
--------------------	-------------

Less Minimum Commission Paid	<u>11,200.00</u>
------------------------------	------------------

Commission Due (Check Enclosed)	<u><u>\$0.00</u></u>
---------------------------------	----------------------

Regards,
Smarte Carte, Inc.

Mike Ehlers
Senior Analyst

651-653-3019

[Signature]
12/31/13

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total	
Delta Terminal	3-64	0		0		
	NKDBK	0		0		
	QTRBK	0		0		
	BANK	0	1801	0	2384	
Delta	1-05	144		265		
	1-01	43		73		
	1-02	88		141		
	1-03	57		93		
	1-04	74	406	138	710	
Port Authority	1-60	0		0		
	1-61	0		0		
	1-62	0		0		
	1-63	0		0		
	1-30	0		0		
	1-31	0		0		
	2-10	0		0		
	1-10	0	0	0	0	
	US Air Terminal	2-31	137		109	
		2-02	13		17	
2-03		79		194		
2-04		88		125		
2-30		61	378	73	518	
Port Authority	2-60	0		0		
	2-61	0		0		
US Air Shuttle		0		0		
	Delta					
	2-01	63	63	123	123	
Grand Total		3049	3049	4182	4182	

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	86.11%	2,626	13,127.50	83.85%	3,507	17533	30,660.00
Delta Airlines	13.89%	424	2,117.50	16.15%	676	3378	5,495.00
TOTAL	100.00%	3,049	15,245.00	100.00%	4,182	20,910	36,155.00

November 8, 2013

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Agg 956

Regarding: Monthly report of receipts from cart-rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of OCTOBER 2013.

Cash Sales	\$14,870.00
Credit Card Sales	18,925.00
Refunds	(42.50)
Sales Tax	(1,542.68)

Net Sales \$32,209.82

Commission Base \$11,273.44

Commission Payable \$11,273.44

Less Minimum Commission Paid 11,200.00

Commission Due (Check Enclosed) \$73.44

Regards,
Smarte Carte, Inc.

#571748

11/21/13

Mike Ehlers
Senior Analyst

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

TOTAL COMMISSION \$13,188.98

	Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash	CC
						Usage	Usage
CTB TERMINAL:							
AMERICAN	5.18	308.35	4.15	302.18	608.53	175	188
UNITED	5.01	355.44	6.72	488.63	844.07	203	304
TWA	0.00	-	0.00	-	0	0	0
CONTINENTAL	0.00	-	0.00	-	0	0	0
PORT AUTH	64.31	3,803.37	56.39	4,101.95	7,905.33	2174	2552
DELTA TERMINAL:							
DELTA - 60% PORT AUTH - 60%	10.12	299.25	13.52	491.85	791.08	342	612
US AIR TERMINAL:							
DELTA - 60% PORT AUTH - 60%	12.98	393.24	14.83	632.03	916.27	438	682
US AIR SHUTTLE TERM:							
DELTA - 60% PORT AUTH - 60%	1.42	41.89	4.60	167.16	209.15	48	200
TOTAL	100.00	5,914.13	100.00	7,274.88	\$11,273.44	3380	4528

TOTAL COMMISSION DUE PORT AUTHORITY

11,273.44

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	88		171	
	3-09	89	175	17	188
United Airlines P.A.	3-08	176		255	
	3-07	27	203	49	304
		0		0	
		0	0	0	0
		0	0	0	0
Port Authority	3-01	136		241	
	3-02	103		174	
	3-03	34		45	
	3-04	70		103	
	3-05	238		350	
	3-010	390		477	
	3-10	87		80	
	3-011	174		260	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-20	148		142	
	3-31	227		248	
	3-32	74		53	
	3-33	271		163	
	3-34	147		111	
	3-61	18		14	
	3-80	7		13	
	3-35	80		76	

sales

CTB 1452.60 4,150.29
 PA 7,905.33 22,986.66
 Delta 791.08 2,260.23
 US AIR 1,124.42 3,212.63

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-04	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	2182	0	2552
Delta Terminal	1-05	131		260	
Delta	1-01	28		49	
	1-02	52		89	
	1-03	47		109	
Port Authority	1-04	86	342	116	812
	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	160		137	
Delta	2-02	37		42	
	2-03	95		238	
	2-04	83		142	
Port Authority	2-30	73	438	103	662
	2-60	0	0	0	0
	2-61	0	0	0	0
US Air Shuttle		0		0	
Delta	2-01	48	48	208	208
Grand Total		3388	3388	4526	4526

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	87.78%	2,974	14,870.00	83.63%	3,785	18926	33,795.00
Delta Airlines	12.22%	414	2,070.00	16.37%	741	3705	5,775.00
TOTAL	100.00%	3,388	16,940.00	100.00%	4,526	22,630	39,670.00

October 7, 2013

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of recelpts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of SEPTEMBER 2013.

Cash Sales	\$20,925.00
Credit Card Sales	24,772.50
Refunds	(20.00)
Sales Tax	<u>(2,019.34)</u>
Net Sales	<u>\$43,658.16</u>
Commission Base	<u>\$15,280.36</u>
Commission Payable	\$15,280.36
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$4,080.36</u>

Regards,
Smarte Carte, Inc.

Mike Ehlers
Senior Analyst

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

TOTAL COMMISSION \$17,839.93

	Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
CTB TERMINAL:							
20 AMERICAN	6.70	483.12	3.70	360.05	843.16	270	224
UNITED	7.30	609.11	8.61	808.60	1,417.61	340	503
TWA	0.00	-	0.00	-	0	0	0
CONTINENTAL	0.00	-	0.00	-	0	0	0
PORT AUTH	82.37	5,204.15	55.36	5,259.24	10,463.40	2974	3272
DELTA TERMINAL:							
30 DELTA - 50%	10.93	456.00	16.03	713.66	1,168.22	521	880
PORT AUTH- 50%							
US AIR TERMINAL:							
40 DELTA - 50%	12.08	603.14	13.40	636.51	1,139.65	575	792
PORT AUTH- 50%							
US AIR SHUTTLE TERM.:							
10 DELTA - 50%	1.55	84.67	3.01	185.55	260.31	74	231
PORT AUTH- 50%							
TOTAL	100.00	8,344.00	100.00	9,489.43	\$15,280.36	4768	5910

Handwritten notes:
 30, 33, 77
 3332.06
 3256.14
 715.17

TOTAL COMMISSION DUE PORT AUTHORITY 15,280.36

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	118		200	
	3-09	158	276	24	224
United Airlines P.A.	3-06	297		434	
	3-07	51	348	89	503
		0		0	
		0	0	0	0
		0	0	0	0
Port Authority	3-01	199		332	
	3-02	167		251	
	3-03	39		66	
	3-04	85		129	
	3-05	305		411	
	3-010	610		629	
	3-10	95		88	
	3-011	397		376	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	208		165	
	3-31	234		316	
	3-32	58		42	
	3-33	288		225	
	3-34	171		116	
	3-61	19		24	
	3-80	10		13	
	3-35	85		71	

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-64	0		0	
	NKOBK	0		0	
	QTRBK	0		0	
	BANK	0	2876	0	3272
Delta Terminal	1-05	201		378	
Delta	1-01	56		65	
	1-02	102		132	
	1-03	84		142	
	1-04	78	621	171	888
Port Authority	1-60	0		0	
	1-81	0		0	
	1-82	0		0	
	1-83	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	215		182	
Delta	2-02	42		34	
	2-03	145		282	
	2-04	100		177	
	2-30	72	675	107	792
Port Authority	2-60	0		0	
	2-61	0		0	
US Air Shuttle		0		0	
Delta	2-01	74	74	231	231
Grand Total		4770	4770	6910	6910

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	87.74%	4,185	20,925.00	83.83%	4,955	24773	45,897.60
Delta Airlines	12.26%	585	2,925.00	16.17%	958	4778	7,702.60
TOTAL	100.00%	4,770	23,850.00	100.00%	5,910	29,560	53,400.00

September 6, 2013

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of AUGUST 2013.

Cash Sales	\$28,947.50
Credit Card Sales	35,067.50
Refunds	(10.00)
Sales Tax	<u>(2,858.54)</u>
Net Sales	<u>\$61,146.46</u>
Commission Base	<u>\$21,401.26</u>
Commission Payable	\$21,401.26
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$10,201.26</u>

Regards,
Smarte Carte, Inc.

Mike Ehlers
Senior Analyst

102804
954 *PLS* *COA*

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

TOTAL COMMISSION \$25,089.40

	Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
CTB TERMINAL:							
AMERICAN	4.26	494.07	2.97	400.23	894.30	282	249
UNITED	7.23	840.51	8.01	1,078.53	1,919.04	480	871
TWA	0.00	-	0.00	-	-	0	0
CONTINENTAL	0.00	-	0.00	-	-	0	0
PORT AUTH	62.77	7,297.17	68.48	7,804.36	14,900.68	4170	4731
DELTA TERMINAL:							
DELTA - 50%	11.11	645.78	13.66	910.60	1,564.38	738	1143
PORT AUTH- 50%							
US AIR TERMINAL:							
DELTA - 50%	13.43	780.64	14.58	981.28	1,761.92	892	1221
PORT AUTH- 50%							
US AIR SHUTTLE TERM:							
DELTA - 50%	1.22	70.91	4.31	290.13	361.04	81	361
PORT AUTH- 50%							
TOTAL	100.01	11,825.26	100.00	13,463.16	\$21,401.26	6643	8376

17,913.92
50,601.20
44,96.00
5031.00
1031.54

TOTAL COMMISSION DUE PORT AUTHORITY 21,401.26

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	98		208	
	3-09	184	282	43	249
United Airlines P.A.	3-05	474		672	
	3-07	66	480	99	871
		0		0	
		0	0	0	0
		0	0	0	0
		0	0	0	0
Port Authority	3-01	294		467	
	3-02	239		387	
	3-03	72		132	
	3-04	195		247	
	3-05	420		589	
	3-010	638		678	
	3-10	117		109	
	3-011	309		452	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	321		287	
	3-31	408		464	
	3-32	121		72	
	3-33	513		413	
	3-34	277		236	
	3-61	18		38	
	3-60	21		47	
	3-35	211		123	

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
Delta Terminal	3-64	0		0	
	HKDBK	0		0	
	QTRBK	0		0	
	BANK	0	4172	0	4731
Delta	1-05	284		448	
	1-01	67		124	
	1-02	148		193	
	1-03	109		183	
	1-04	130	738	195	1143
Port Authority	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
US Air Terminal	1-10	0	0	0	0
Delta	2-31	365		287	
	2-02	44		70	
	2-03	232		414	
	2-04	65		254	
	2-30	188	892	198	1221
Port Authority	2-60	0	0	0	0
	2-61	0	0	0	0
US Air Shuttle		0		0	
	Delta	81	81	361	361
Grand Total		6846	6846	8376	8376

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	87.13%	5,700	28,947.50	83.73%	7,014	35088	64,015.00
Delta Airlines	12.87%	856	4,277.50	16.27%	1,363	6813	11,090.00
TOTAL	100.00%	6,845	33,225.00	100.00%	8,376	41,880	75,105.00

August 5, 2013

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19105-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of JULY 2013.

Cash Sales	\$20,657.50
Credit Card Sales	28,245.00
Refunds	0.00
Sales Tax	<u>(2,139.37)</u>
Net Sales	<u>\$44,763.13</u>
Commission Base	<u>\$15,667.09</u>
Commission Payable	\$15,667.09
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$4,467.09</u>

Regards,
Smarte Carte, Inc.

Mike Ehlers
Senior Analyst

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

TOTAL COMMISSION \$18,486.54

CTB TERMINAL:		Cash	COMMISSION	Credit Card	COMMISSION	TOTALS	Cash Usage	CC Usage
		Usage %	AMOUNT	Usage %	AMOUNT			
20	AMERICAN	4.29	354.88	2.33	237.89	592.77	203	471
	UNITED	5.01	497.18	7.41	757.08	1,254.22	204	471
	TWA	0.00	-	0.00	-	0	0	0
	CONTINENTAL	0.00	-	0.00	-	0	0	0
PORT AUTH	64.60	5,335.80	55.43	5,692.69	10,998.80	3049	3523	
DELTA TERMINAL:								
30	DELTA - 60%	11.99	495.92	13.69	699.20	1,195.12	587	870
	PORT AUTH- 60%							
US AIR TERMINAL:								
40	DELTA - 60%	11.70	483.93	15.07	815.73	1,299.66	653	1016
	PORT AUTH- 60%							
US AIR SHUTTLE TERM.:								
10	DELTA - 50%	1.50	62.04	5.18	284.41	326.45	71	329
	PORT AUTH- 60%							
TOTAL		99.99	8,272.25	100.00	10,216.30	16,667.09	4727	6356

AGA956

36,902.49
3,414.63
3,713.31
932.71

TOTAL COMMISSION DUE PORT AUTHORITY

16,667.09

44,763.14

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	57		121	
	3-09	146	203	27	148
United Airlines P.A.	3-06	244		404	
	3-07	40	284	67	471
		0		0	0
		0	0	0	0
		0	0	0	0
Port Authority	3-01	216		319	
	3-02	158		258	
	3-03	50		65	
	3-04	111		135	
	3-05	305		408	
	3-010	380		518	
	3-10	128		103	
	3-011	171		308	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	164		313	
	3-31	376		371	
	3-32	102		57	
	3-33	478		359	
	3-34	245		169	
	3-61	23		29	
	3-60	16		28	
	3-35	140		107	

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-84	0		0	
	NKOBK	0		0	
	QTRBK	0		0	
	BAHK	0	3049	0	3523
Delta Terminal	1-05	186		337	
Delta	1-01	84		110	
	1-02	101		147	
	1-03	77		119	
	1-04	119	587	157	870
Port Authority	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	270		259	
Delta	2-02	3		87	
	2-03	67		378	
	2-04	105		134	
	2-30	108	553	169	1016
Port Authority	2-80	0	0	0	0
	2-61	0	0	0	0
US Air Shuttle	2-01	71	71	329	329
Grand Total		4727	4727	6358	6358

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	87.40%	4,132	20,657.50	82.58%	5,249	26245	46,902.50
Delta Airlines	12.60%	598	2,977.50	17.42%	1,107	5535	8,612.50
TOTAL	100.00%	4,727	23,635.00	100.00%	6,358	31,780	55,415.00

July 9, 2013

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19196-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of JUNE 2013.

Cash Sales	\$19,557.50
Credit Card Sales	25,472.50
Refunds	(15.00)
Sales Tax	<u>(2,076.40)</u>
Net Sales	<u>\$42,938.60</u>

Commission Base	<u>\$15,028.51</u>
-----------------	--------------------

Commission Payable	\$15,028.51
--------------------	-------------

Less Minimum Commission Paid	<u>11,200.00</u>
------------------------------	------------------

Commission Due (Check Enclosed)	<u>\$3,828.51</u>
---------------------------------	-------------------

Regards,
Smarte Carte, Inc.

Mike Ehlers
Senior Analyst

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

TOTAL COMMISSION \$17,738.61

CTB TERMINAL:	Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
AMERICAN	5.17	409.76	2.82	276.46	686.23	234	172
UNITED	6.66	519.93	8.93	837.43	1,357.36	297	521
TWA	0.00	-	0.00	-	-	0	0
CONTINENTAL	0.00	-	0.00	-	-	0	0
PORT AUTH	80.87	4,824.40	55.54	5,450.52	10,274.87	2767	3391
DELTA TERMINAL:							
DELTA - 60% PORT AUTH- 60%	11.53	468.92	16.10	740.99	1,197.91	522	922
US AIR TERMINAL:							
DELTA - 60% PORT AUTH- 50%	13.60	538.95	13.37	655.80	1,194.75	616	816
US AIR SHUTTLE TERM.: DELTA - 50% PORT AUTH- 60%	2.27	89.96	4.64	227.44	317.40	103	283
TOTAL	100.00	7,926.76	100.00	9,812.86	\$16,028.51	4529	6105

35,195.60
 3,422.60
 3,413.57
 906.86

12318.46

1.35
 1.35
 1.35
 1.35

TOTAL COMMISSION DUE PORT AUTHORITY 16,028.51

42,938.63

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	79		146	
	3-09	155	234	27	172
United Airlines P.A.					
	3-06	249		461	
	3-07	48	297	60	521
		0		0	0
		0		0	0
		0		0	0
Port Authority					
	3-01	194		291	
	3-02	157		245	
	3-03	43		67	
	3-04	128		162	
	3-05	386		488	
	3-010	433		535	
	3-10	92		92	
	3-011	192		321	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	162		214	
	3-31	299		366	
	3-32	58		71	
	3-33	329		299	
	3-34	193		134	
	3-61	8		18	
	3-60	16		30	
	3-35	72		68	

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-64	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	2760	0	3391
Delta Terminal	1-05	181		342	
Delta	1-01	72		103	
	1-02	93		192	
	1-03	88		164	
	1-04	88	522	131	922
Port Authority	1-60	0		0	
	1-81	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	217		184	
Delta	2-02	24		53	
	2-03	163		288	
	2-04	107		170	
	2-30	105	616	121	816
Port Authority	2-60	0		0	
	2-01	0		0	
US Air Shuttle		0		0	
Delta	2-01	103	103	283	283
Grand Total		4532	4532	6105	6105

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	86.31%	3,912	19,557.50	83.45%	5,095	26473	45,030.00
Delta Airlines	13.69%	621	3,102.50	16.55%	1,011	6053	8,165.00
TOTAL	100.00%	4,532	22,660.00	100.00%	6,105	30,625	53,185.00

June 3, 2013

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of MAY 2013.

Cash Sales	\$17,147.50
Credit Card Sales	22,165.00
Refunds	(24.00)
Sales Tax	<u>(1,805.98)</u>
Net Sales	<u>\$37,472.52</u>
Commission Base	<u>\$13,115.38</u>
Commission Payable	\$13,115.38
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$1,915.38</u>

Regards,
Smarto Carte, Inc.

Mike Ehlers
Senior Analyst

AGA 956 102224

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

		TOTAL COMMISSION		\$15,842.93				
		Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
CTB TERMINAL:								
	AMERICAN	5.85	414.54	3.29	287.72	702.25	237	179
	UNITED	7.16	507.39	6.86	601.15	1,108.51	290	1,374
	TWA	0.00	-	0.00	-	-	0	0
	CONTINENTAL	0.00	-	0.00	-	-	0	0
20	PORT AUTH	56.14	3,978.14	52.51	4,598.62	8,577.27	2273	2881
DELTA TERMINAL:								
	DELTA - 50% PORT AUTH-50%	14.69	520.47	18.23	798.05	1,318.52	695	993
30						10,388.03	1,35	29,680.09
US AIR TERMINAL:								
	DELTA - 60% PORT AUTH-60%	13.28	469.81	13.90	608.38	1,078.19	537	757
40							1,35	3,767.20
US AIR SHUTTLE TERM.:								
	DELTA-50% PORT AUTH-50%	2.89	102.39	5.21	228.24	330.64	117	284
10							1,35	944.69
TOTAL		99.99	7,086.10	100.00	8,756.83	\$13,116.38	4049	5448

TOTAL COMMISSION DUE PORT AUTHORITY 13,115.38

37,472.51

Breakdown by Unit		Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal						
American Airlines		3-05	94		156	
		3-09	143	237	23	179
United Airlines	P.A.					
		3-06	236		332	
		3-07	64	290	42	374
			0		0	
			0	0	0	0
			0		0	
			0	0	0	0
			0		0	
			0	0	0	0
Port Authority						
		3-01	174		311	
		3-02	163		217	
		3-03	37		60	
		3-04	82		127	
		3-05	323		435	
		3-010	375		472	
		3-10	65		74	
		3-011	181		301	
		3-11	0		0	
		3-12	0		0	
		3-13	0		0	
		3-30	136		132	
		3-31	258		297	
		3-32	81		46	
		3-33	262		223	
		3-34	87		68	
		3-81	9		15	
		3-60	8		22	
		3-35	39		53	

pls port

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-04	0		0	
	NKOBK	0		0	
	QTRBK	0		0	
	BANK	0	2278	0	2881
Delta Terminal	1-05	188		418	
Delta	1-01	57		06	
	1-02	704		178	
	1-03	114		148	
	1-04	152	595	157	093
Port Authority	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	165		168	
Delta	2-02	25		32	
	2-03	165		288	
	2-04	101		167	
	2-30	91	537	108	757
Port Authority	2-50	0		0	
	2-51	0		0	
US Air Shuttle	2-01	117	117	284	284
Delta					
Grand Total		4054	4054	5448	5448

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	84.60%	3,430	17,147.50	81.33%	4,431	22155	39,302.50
Delta Airlines	15.40%	625	3,122.50	18.67%	1,017	5095	8,207.50
TOTAL	100.00%	4,054	20,270.00	100.00%	5,448	27,240	47,510.00

May 3, 2013

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of April 2013.

Cash Sales	\$18,815.00
Credit Card Sales	24,582.50
Refunds	(16.00)
Sales Tax	<u>(2,003.85)</u>
Net Sales	<u>\$41,378.65</u>
Commission Base	<u>\$14,482.53</u>
Commission Payable	\$14,482.53
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$3,282.53</u>

Regards,
Smarte Carte, Inc.

Mike Ehlers
Senior Analyst

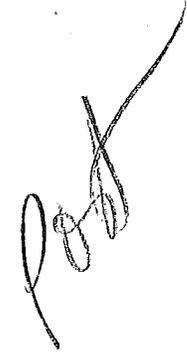
LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

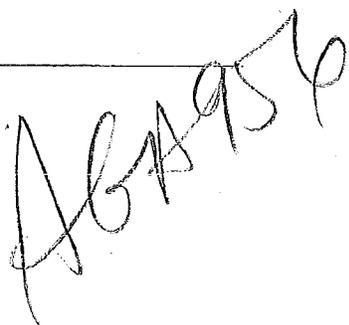
TOTAL COMMISSION						\$17,608.89		
		COMMISSION		COMMISSION		TOTALS	Cash Usage	CC Usage
		Usage %	AMOUNT	Usage %	AMOUNT			
CTB TERMINAL:								
	AMERICAN	4.91	383.40	2.78	270.03	653.43	219	168
	UNITED	7.48	582.51	7.84	768.31	1,350.83	333	478
	TWA	0.00	-	0.00	-	0	0	0
	CONTINENTAL	0.00	-	0.00	-	0	0	0
	PORT AUTH	58.18	4,385.25	50.71	4,968.31	9,353.74	2506	3091
DELTA TERMINAL:								
	DELTA - 60%	17.50	683.24	22.28	1,091.39	1,774.63	781	1358
	PORT AUTH - 60%							
US AIR TERMINAL:								
	DELTA - 60%	10.65	415.80	9.99	469.44	905.24	475	609
	PORT AUTH - 60%							
US AIR SHUTTLE TERM.:								
	DELTA - 50%	3.32	129.62	6.43	315.04	444.66	148	392
	PORT AUTH - 50%							
TOTAL		100.00	7,808.60	100.00	9,798.39	\$14,482.53	4462	6098

TOTAL COMMISSION DUE PORT AUTHORITY	\$14,482.53
-------------------------------------	-------------

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	75		132	
	3-09	144	219	36	188
United Airlines P.A.	3-08	277		407	
	3-07	68	333	71	478
		0	0	0	0
		0	0	0	0
		0	0	0	0
Port Authority	3-01	254		479	
	3-02	238		255	
	3-03	21		123	
	3-04	84		179	
	3-05	282		322	
	3-010	568		608	
	3-10	77		73	
	3-011	170		350	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	122		146	
	3-31	210		227	
	3-32	58		55	
	3-33	286		212	
	3-34	98		103	
	3-81	19		13	
	3-80	10		24	
	3-35	28		21	

32,451.43
 5070.37
 2586.40
 1270.40
 41,378.66





April 3, 2013

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from car rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of MARCH 2013.

Cash Sales	\$15,540.00
Credit Card Sales	20,607.50
Refunds	(25.00)
Sales Tax	<u>(1,679.83)</u>
Net Sales	<u>\$34,442.67</u>
Commission Base	<u>\$12,054.93</u>
Commission Payable	\$12,054.93
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$854.93</u>

Regards,
Smarte Carte, Inc.

Mike Ehlers
Senior Analyst

AGA 956

28,048.40

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

		TOTAL COMMISSION		\$14,292.79			
		Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	
CTB TERMINAL:							
	AMERICAN	4.16	284.28	3.70	294.14	558.41	151
	UNITED	6.94	440.66	9.88	784.39	1,225.25	252
	TWA	0.00	-	0.00	-	0	0
	CONTINENTAL	0.00	-	0.00	-	0	0
	PORT AUTH	59.86	3,802.61	53.28	4,230.54	8,033.26	2122
<i>20</i>							<i>1.35</i>
DELTA TERMINAL:							
	DELTA - 60%	14.85	471.67	18.95	752.24	1,223.91	639
	PORT AUTH - 60%						936
<i>30</i>							<i>1.35</i>
US AIR TERMINAL:							
	DELTA - 60%	11.16	354.47	10.49	418.30	770.77	405
	PORT AUTH - 60%						516
<i>40</i>							<i>1.35</i>
US AIR SHUTTLE TERM.:							
	DELTA - 50%	3.03	98.24	3.70	147.07	243.31	110
	PORT AUTH - 50%						695
<i>10</i>							<i>1.35</i>
TOTAL		100.00	6,352.60	100.00	7,940.30	\$12,054.93	3630

28,048.40
2816.94
3496.89
2200.20
695.17

TOTAL COMMISSION DUE PORT AUTHORITY **12,054.93**

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	60		139	
	3-09	91	151	44	183
United Airlines P.A.	3-06	216		423	
	3-07	36	252	65	488
		0		0	
		0	0	0	0
		0	0	0	0
Port Authority	3-01	172		337	
	3-02	188		317	
	3-03	23		46	
	3-04	53		106	
	3-05	198		285	
	3-010	404		171	
	3-10	62		61	
	3-011	120		358	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	187		163	
	3-31	221		259	
	3-32	54		61	
	3-33	208		173	
	3-34	236		231	
	3-61	6		14	
	3-60	3		15	
	3-35	44		47	

Free

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-04	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	2178	0	2832
Delta Terminal	1-05	213		368	
Delta	1-01	62		102	
	1-02	109		129	
	1-03	72		153	
	1-04	93	639	184	938
Port Authority	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	171		160	
Delta	2-02	20		23	
	2-03	90		186	
	2-04	56		83	
	2-30	68	405	76	518
Port Authority	2-60	0	0	0	0
	2-61	0	0	0	0
US Air Shuttle		0		0	
Delta	2-01	110	110	183	183
Grand Total		3635	3835	4940	4940

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	85.50%	3,108	15,540.00	83.43%	4,122	20608	38,147.50
Delta Airlines	14.50%	527	2,635.00	16.57%	819	4093	6,727.50
TOTAL	100.00%	3,635	18,175.00	100.00%	4,940	24,700	42,875.00

March 5, 2013

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 96000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of JANUARY 2013.

Cash Sales	\$16,142.50
Credit Card Sales	20,942.50
Refunds	(20.00)
Sales Tax	<u>(1,707.14)</u>
Net Sales	<u>\$35,357.86</u>

Commission Base \$12,375.25

Commission Payable \$12,375.25

Less Minimum Commission Paid 11,200.00

Commission Due (Check Enclosed) \$1,175.25

Regards,
Smarte Carte, Inc.

Mike Ehlers
Senior Analyst

February

AGA 956

LAQUARDIA BREAKDOWN BY TERMINAL/AIRLINE

		TOTAL COMMISSION		\$14,668.56			
		Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	
CTB TERMINAL:							
20	AMERICAN UNITED	3.88	255.30	3.74	302.18	657.49	146 188
	TWA	8.91	580.28	9.14	739.38	1,325.66	.35 335 460
	CONTINENTAL	0.00	-	0.00	-	-	0 0
	PORT AUTH	68.72	3,803.78	53.63	4,338.62	8,200.82	.35 2208 28,811.63
DELTA TERMINAL:							
30	DELTA - 50% PORT AUTH - 50%	16.88	554.69	19.60	782.42	1,347.12	.35 634 3848.91
US AIR TERMINAL:							
40	DELTA - 50% PORT AUTH - 50%	9.47	311.56	10.24	413.89	725.46	.35 356 2072.74
US AIR SHUTTLE TERM:							
10	DELTA - 50% PORT AUTH - 50%	2.15	70.74	3.65	147.88	218.61	.35 81 624.60
TOTAL		99.99	6,580.00	100.00	8,086.57	\$12,375.25	3760 5031

TOTAL COMMISSION DUE PORT AUTHORITY 12,375.25

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	46		81	
	3-09	100	146	97	188
United Airlines P.A.	3-05	264		401	
	3-07	71	335	59	460
		0	0	0	0
		0	0	0	0
Port Authority	3-01	239		374	
	3-02	180		288	
	3-03	30		72	
	3-04	76		111	
	3-05	194		283	
	3-10	406		418	
	3-10	43		61	
	3-11	150		258	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	164		144	
	3-31	169		227	
	3-32	51		58	
	3-33	159		148	
	3-34	253		169	
	3-61	8		21	
	3-60	11		10	
	3-35	73		48	

February 6, 2013

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of JANUARY 2013.

Cash Sales	\$21,890.00
Credit Card Sales	27,722.50
Refunds	(23.00)
Sales Tax	<u>(2,269.81)</u>
Net Sales	<u>\$47,329.69</u>
Commission Base	<u>\$16,565.39</u>
Commission Payable	\$16,565.39
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$5,365.39</u>

Regards,
Smarte Carte, Inc.

Mike Ehlers
Senior Analyst

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

AGM 950
 13 565.14
 38,759.54
 4609.54
 3043.63
 918.97

		TOTAL COMMISSION		\$19,565.42			
		Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage
CTB TERMINAL:							
	AMERICAN	3.89	348.66	3.99	424.34	771.00	198
	UNITED	7.78	695.10	8.12	803.15	1,558.25	397
	TWA	0.00	-	0.00	-	-	0
	CONTINENTAL	0.00	-	0.00	-	-	0
20	PORT AUTH	59.87	5,331.19	55.55	5,905.40	11,235.89	3046
DELTA TERMINAL:							
	DELTA - 50%	15.57	695.55	17.27	917.80	1,613.34	795
30	PORT AUTH - 50%						1142
US AIR TERMINAL:							
	DELTA - 50%	9.58	427.96	11.99	637.31	1,065.27	489
40	PORT AUTH - 50%						793
US AIR SHUTTLE TERM.:							
	DELTA - 50%	3.53	157.69	3.08	163.95	321.64	100
10	PORT AUTH - 50%						204
TOTAL		100.01	8,934.45	100.00	10,531.00	\$16,565.39	6105

TOTAL COMMISSION DUE PORT AUTHORITY 16,565.39

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	71		124	
	3-09	127	198	140	284
United Airlines P.A.	3-06	326		443	
	3-07	71	397	94	537
		0		0	
		0	0	0	0
		0	0	0	0
		0	0	0	0
Port Authority	3-01	304		475	
	3-02	251		383	
	3-03	52		102	
	3-04	113		176	
	3-05	311		372	
	3-010	523		656	
	3-10	81		73	
	3-011	188		319	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	213		216	
	3-31	240		267	
	3-32	75		56	
	3-33	350		252	
	3-34	326		269	
	3-61	8		14	
	3-60	8		20	
	3-35	28		24	

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-64	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	3051	0	3074
Delta Terminal	1-05	318		309	
Delta	1-01	85		114	
	1-02	137		238	
	1-03	101		189	
	1-04	164	795	292	1142
Port Authority	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	157		167	
Delta	2-02	28		30	
	2-03	147		343	
	2-04	83		129	
	2-30	74	489	104	793
Port Authority	2-60	0		0	
	2-01	0		0	
US Air Shuttle					
Delta	2-01	160	160	204	204
Grand Total		5110	5110	6614	6614

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	85.68%	4,378	21,890.00	83.83%	5,545	27,723	49,612.50
Delta Airlines	14.32%	732	3,660.00	16.17%	1,070	5,348	9,007.50
TOTAL	100.00%	5,110	25,550.00	100.00%	6,614	33,070	58,620.00

December 5, 2012

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of recapts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of NOVEMBER 2012.

Cash Sales	\$15,275.00
Credit Card Sales	18,565.00
Refunds	(10.00)
Sales Tax	<u>(1,513.34)</u>
Net Sales	<u>\$32,316.66</u>
Commission Base	<u>\$11,310.83</u>
Commission Payable	\$11,310.83
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$110.83</u>

Regards,
Smarte Carte, Inc.

Mike Ehlers
Senior Analyst

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

		TOTAL COMMISSION							
		\$13,489.06							
CTB TERMINAL:		Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage	
	AMERICAN	3.38	213.35	5.04	381.65	675.01	122		225
	UNITED	6.02	380.00	7.50	538.46	918.46	217		335
	TWA	0.00	-	0.00	-	-	0		0
	CONTINENTAL	0.00	-	0.00	-	-	0		0
	PORT AUTH	59.88	3,779.76	53.77	3,859.24	7,639.39	1,350		2401
							1,2160		
DELTA TERMINAL:									
	DELTA - 50% PORT AUTH- 50%	16.65	490.76	18.72	671.67	1,162.65	1,351		836
US AIR TERMINAL:									
	DELTA - 50% PORT AUTH- 50%	12.39	391.04	11.02	395.41	786.45	1,354		492
US AIR SHUTTLE TERM.:									
	DELTA - 50% PORT AUTH- 50%	2.77	87.42	3.94	141.45	228.07	1,355		176
TOTAL		99.99	8,312.25	100.00	7,176.81	\$11,310.83	3607		4465

26 093.87
 3,321.86
 2247
 653.91

TOTAL COMMISSION DUE PORT AUTHORITY 11,310.83

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	63		132	
	3-09	59	122	93	225
United Airlines P.A.					
	3-06	186		298	
	3-07	31	217	37	335
		0		0	0
		0	0	0	0
		0	0	0	0
Port Authority					
	3-01	101		268	
	3-02	190		285	
	3-03	34		61	
	3-04	47		85	
	3-05	167		190	
	3-010	310		393	
	3-10	60		58	
	3-011	145		191	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	153		182	
	3-31	174		216	
	3-32	89		49	
	3-33	248		209	
	3-34	331		179	
	3-61	14		16	
	3-60	10		22	
	3-35	29		20	

32,316.46

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-64	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	2182	0	2401
Delta Terminal	1-05	231		345	
Delta	1-01	55		93	
	1-02	91		139	
	1-03	60		95	
Port Authority	1-04	124	561	164	836
	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	137		110	
Delta	2-02	33		25	
	2-03	133		216	
	2-04	61		85	
Port Authority	2-30	63	447	56	492
	2-60	0	0	0	0
	2-61	0	0	0	0
US Air Shuttle	2-01	100	100	176	176
Grand Total		3609	3609	4465	4465

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	84.65%	3,055	16,275.00	83.16%	3,713	18,565	33,840.00
Delta Airlines	15.35%	554	2,770.00	16.84%	752	3760	6,530.00
TOTAL	100.00%	3,609	19,045.00	100.00%	4,465	22,325	40,370.00

January 7, 2013

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of DECEMBER 2012.

Cash Sales	\$20,170.00
Credit Card Sales	24,315.00
Refunds	0.00
Sales Tax	<u>(1,982.05)</u>
Net Sales	<u>\$42,502.95</u>

Commission Base	<u>\$14,876.03</u>
-----------------	--------------------

Commission Payable	\$14,876.03
--------------------	-------------

Less Minimum Commission Paid	<u>11,200.00</u>
------------------------------	------------------

Commission Due (Check Enclosed)	<u>\$3,676.03</u>
---------------------------------	-------------------

Regards,
Smarte Carte, Inc.

Mike Ehlers
Senior Analyst

*AGA956
100004*

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

TOTAL COMMISSION \$17,513.01

CTB TERMINAL:	Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
AMERICAN	4.16	337.63	4.07	456.49	794.12	193	204
UNITED	5.53	449.91	6.07	625.28	1,075.17	257	309
TWA	0.00	-	0.00	-	-	0	0
CONTINENTAL	0.00	-	0.00	-	-	0	0
PORT AUTH	83.86	6,195.49	55.18	5,174.05	10,369.65	2669	3219
DELTA TERMINAL:							
DELTA - 50% PORT AUTH - 50%	13.62	654.04	17.83	835.82	1,389.87	833	1040
US AIR TERMINAL:							
DELTA - 50% PORT AUTH - 50%	11.40	463.74	12.16	569.80	1,033.64	630	709
US AIR SHUTTLE TERM:							
DELTA - 50% PORT AUTH - 50%	1.44	66.68	3.31	155.11	213.69	87	191
TOTAL	100.00	8,135.75	100.00	9,377.27	\$14,876.03	4649	5834

12,238.9 / .35
~~*34,968.40*~~
~~*3,971.06*~~
~~*2,952.97*~~
~~*610.54*~~

TOTAL COMMISSION DUE PORT AUTHORITY

14,876.03

42,502.97

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	90		154	
	3-09	103	193	130	284
United Airlines P.A.					
	3-06	218		330	
	3-07	41	257	69	389
		0		0	0
		0	0	0	0
		0	0	0	0
Port Authority					
	3-01	241		353	
	3-02	230		322	
	3-03	51		70	
	3-04	83		110	
	3-05	229		252	
	3-010	438		425	
	3-10	90		68	
	3-011	176		276	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	256		256	
	3-31	243		336	
	3-32	82		71	
	3-33	324		283	
	3-34	469		301	
	3-61	6		27	
	3-60	9		22	
	3-35	32		53	

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-84	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	2959	0	3219
Delta Terminal	1-05	260		399	
	1-01	65		105	
	1-02	109		174	
	1-03	98		170	
	1-04	103	633	192	1040
Port Authority	1-60	0		0	
	1-81	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	168		165	
Delta	2-02	54		35	
	2-03	150		268	
	2-04	76		128	
	2-30	82	530	95	709
Port Authority	2-60	0	0	0	0
	2-61	0	0	0	0
US Air Shuttle		0		0	
Delta	2-01	67	67	193	193
Grand Total		4649	4649	5834	5834

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	88.77%	4,034	20,170.00	83.36%	4,863	24316	44,485.00
Delta Airlines	13.23%	615	3,075.00	16.64%	971	4855	7,930.00
TOTAL	100.00%	4,649	23,245.00	100.00%	5,834	29,170	62,415.00

November 6, 2012

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of OCTOBER 2012.

Cash Sales	\$17,082.50
Credit Card Sales	20,542.50
Refunds	(15.00)
Sales Tax	<u>(1,674.53)</u>
Net Sales	<u>\$35,935.47</u>

Commission Base	<u>\$12,577.41</u>
-----------------	--------------------

Commission Payable	\$12,577.41
--------------------	-------------

Less Minimum Commission Paid	<u>11,200.00</u>
------------------------------	------------------

Commission Due (Check Enclosed)	<u>\$1,377.41</u>
---------------------------------	-------------------

Regards,
Smarte Carle, Inc.

Mike Ehlers
Senior Analyst

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

		TOTAL COMMISSION		TOTALS		
		Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS
TOTAL COMMISSION \$25,910.93						
CTB TERMINAL:						
20	AMERICAN	3.46	236.27	4.69	359.69	605.96
	UNITED	6.92	472.53	7.16	584.18	1,036.71
	TWA	0.00	-	0.00	-	0
	CONTINENTAL	0.00	-	0.00	-	0
	PORT AUTH	64.58	4,409.85	55.71	4,391.27	8,801.12
DELTA TERMINAL:						
30	DELTA - 60% PORT AUTH- 50%	11.15	380.69	15.93	627.67	1,008.41
40	US AIR TERMINAL: DELTA - 50% PORT AUTH- 50%	11.46	391.27	11.46	451.66	842.94
10	US AIR SHUTTLE TERM.: DELTA - 50% PORT AUTH- 50%	2.43	82.97	5.08	199.31	282.28
TOTAL		100.00	6,828.50	100.00	7,882.43	\$12,577.41

10,443.79/.35
29,839.40
2881.17
2408.40
806.57

TOTAL COMMISSION DUE PORT AUTHORITY **12,577.41**

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	74		136	
	3-09	61	135	94	230
United Airlines P.A.	3-06	235		309	
	3-07	35	270	42	351
		0		0	0
		0	0	0	0
		0	0	0	0
Port Authority	3-01	200		319	
	3-02	190		297	
	3-03	32		75	
	3-04	77		83	
	3-05	224		229	
	3-010	338		337	
	3-10	60		78	
	3-011	137		250	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	258		219	
	3-31	245		275	
	3-32	66		81	
	3-33	288		234	
	3-34	334		211	
	3-61	16		15	
	3-60	14		21	
	3-35	44		28	

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-84	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	2823	0	2732
Della Terminal	1-05	157		325	
	1-01	43		88	
	1-02	91		122	
	1-03	61		106	
Port Authority	1-04	93	435	160	781
	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
US Air Terminal	1-10	0	0	0	0
	2-31	146		128	
	2-02	37		30	
	2-03	135		226	
Port Authority	2-04	78		125	
	2-30	51	447	53	562
	2-60	0	0	0	0
	2-61	0	0	0	0
US Air Shuttle		0		0	
	Delta	95	95	248	248
Grand Total		3905	3905	4904	4904

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	87.49%	3,417	17,082.60	83.78%	4,109	20543	37,625.00
Della Airlines	12.51%	489	2,442.60	16.22%	796	3970	6,420.00
TOTAL	100.00%	3,905	19,525.00	100.00%	4,904	24,520	44,045.00

October 8, 2012

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of SEPTEMBER 2012.

Cash Sales	\$22,957.50
Credit Card Sales	24,546.00
Refunds	(20.00)
Sales Tax	<u>(2,000.80)</u>
Net Sales	<u>\$45,481.70</u>

Commission Base	<u>\$15,918.60</u>
-----------------	--------------------

Commission Payable	\$15,918.60
--------------------	-------------

Less Minimum Commission Paid	<u>11,200.00</u>
------------------------------	------------------

Commission Due (Check Enclosed)	<u>\$4,718.60</u>
---------------------------------	-------------------

Regards,
Smarte Carte, Inc.

Mike Ehlers
Senior Analyst

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

TOTAL COMMISSION \$18,739.14

	Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS
CTB TERMINAL:					
20 AMERICAN UNITED	4.21	388.86	4.67	443.63	832.48
TWA	0.00	738.92	0.19	777.98	1,516.88
CONTINENTAL	0.00	-	0.00	-	0
PORT AUTH	61.63	5,692.45	53.21	5,056.72	10,749.17
DELTA TERMINAL:					
30 DELTA - 50% PORT AUTH - 50%	13.36	617.00	16.29	773.04	1,390.70
US AIR TERMINAL:					
40 DELTA - 50% PORT AUTH - 50%	10.70	494.15	13.57	644.55	1,138.70
US AIR SHUTTLE TERM.:					
10 DELTA - 50% PORT AUTH - 50%	2.10	96.98	4.08	193.69	290.67
TOTAL	100.00	9,236.50	100.00	9,502.84	\$15,918.60

Cash Usage
CC Usage

37,424.37
 16,712.46
 30,711.91
 3973.43
 3253.43
 830.49

TOTAL COMMISSION DUE PORT AUTHORITY 15,918.60

Breakdown by Unit	Unit #	Cash Renis	Total	Credit Renis	Total
GTB Terminal					
American Airlines	3-08	86		134	
	3-09	136	222	142	276
United Airlines P.A.	3-06	380		417	
	3-07	62	422	67	484
		0		0	0
		0	0	0	0
		0	0	0	0
Port Authority	3-01	243		388	
	3-02	242		362	
	3-03	50		80	
	3-04	79		111	
	3-05	272		380	
	3-010	598		483	
	3-10	88		103	
	3-011	258		278	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	276		218	
	3-31	294		265	
	3-32	47		38	
	3-33	334		198	
	3-34	415		230	
	3-51	15		16	
	3-60	4		32	
	3-35	42		45	

45,481.71

102224

AGA956

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total	
	3-64	0		0		
	NKDBK	0		0		
	QTRBK	0		0		
	BANK	0	3257	0	3146	
Delta Terminal	1-05	250		407		
	1-01	77		96		
	1-02	115		145		
	1-03	105		140		
	1-04	158	705	175	933	
Port Authority	1-60	0		0		
	1-81	0		0		
	1-62	0		0		
	1-63	0		0		
	1-30	0		0		
	1-31	0		0		
	2-10	0		0		
	1-10	0	0	0	0	
	US Air Terminal	2-31	216		204	
		2-02	23		38	
2-03		143		352		
2-04		126		140		
2-30		57	565	68	802	
Port Authority	2-60	0	0	0	0	
	2-61	0	0	0	0	
		0		0		
US Air Shuttle	Delta	2-01	111	111	241	241
Grand Total		5282	5282	6912	5912	

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	86.93%	4,592	22,957.50	83.03%	4,909	24545	47,502.50
Delta Airlines	13.07%	691	3,452.50	16.97%	1,003	5015	8,467.50
TOTAL	100.00%	5,282	26,410.00	100.00%	5,912	29,560	55,970.00

September 5, 2012

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of August 2012

Cash Sales	\$32,425.00
Credit Card Sales	34,325.00
Refunds	(10.00)
Sales Tax	<u>(2,798.02)</u>
Net Sales	<u>\$63,941.98</u>
Commission Base	<u>\$22,379.69</u>
Commission Payable	\$22,379.69
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$11,179.69</u>

Regards,
Smarte Carte, Inc.

Mike Ehlers
Senior Analyst

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

TOTAL COMMISSION \$28,236.05

	Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS
CTB TERMINAL:					
20 AMERICAN	3.37	443.20	4.89	639.72	1,082.92
UNITED	6.15	808.80	7.98	1,041.56	1,850.36
TWA	0.00	-	0.00	-	-
CONTINENTAL	0.00	-	0.00	-	-
PORT AUTH	63.02	8,287.92	55.82	7,303.79	15,591.71
DELTA TERMINAL:					
30 DELTA - 50%	13.56	891.65	15.04	983.70	1,874.36
PORT AUTH - 50%					
US AIR TERMINAL:					
40 DELTA - 50%	11.70	769.35	11.73	767.51	1,536.86
PORT AUTH - 50%					
US AIR SHUTTLE TERM:					
10 DELTA - 50%	2.21	145.32	4.56	298.16	443.48
PORT AUTH - 50%					
TOTAL	100.01	13,151.26	100.00	13,083.81	\$22,379.69

Cash Usage	CC Usage
253	398
462	648
0	0
0	0
4736	4544
1019	1224
870	955
166	371
7515	8140

52,928.37
5355.31
4391.03
1267.09

TOTAL COMMISSION DUE PORT AUTHORITY

22,379.69

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
GTB Terminal					
American Airlines	3-09	114		167	
	3-09	139	253	231	398
United Airlines P.A.	3-08	343		568	
	3-07	119	462	60	648
		0		0	0
		0	0	0	0
		0	0	0	0
		0	0	0	0
Port Authority					
	3-01	323		501	
	3-02	375		476	
	3-03	75		116	
	3-04	131		170	
	3-05	333		410	
	3-010	781		584	
	3-10	132		138	
	3-011	239		344	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	397		309	
	3-31	449		432	
	3-32	107		86	
	3-33	651		438	
	3-34	752		413	
	3-61	22		27	
	3-60	12		40	
	3-35	79		62	

00021
P/S post

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-64	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	4738	0	4544
Delta Terminal	1-05	377		529	
Delta	1-01	118		138	
	1-02	176		183	
	1-03	129		140	
	1-04	221	1019	234	1224
Port Authority	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	317		249	
Delta	2-02	56		55	
	2-03	229		370	
	2-04	137		172	
	2-30	140	879	109	955
Port Authority	2-60	0		0	
	2-61	0		0	
US Air Shuttle		0		0	
Delta	2-01	166	166	371	371
Grand Total		7517	7517	8140	8140

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	88.27%	6,485	32,425.00	84.34%	6,865	34,325	66,750.00
Delta Airlines	13.73%	1,032	6,160.00	15.66%	1,275	8375	11,535.00
TOTAL	100.00%	7,517	37,585.00	100.00%	8,140	40,700	78,285.00

August 3, 2012

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Ag 9/16

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of July 2012

Cash Sales	\$25,020.00
Credit Card Sales	25,670.00
Refunds	(5.00)
Sales Tax	<u>(2,092.50)</u>
Net Sales	<u>\$48,592.50</u>

Commission Base \$17,007.37

Commission Payable \$17,007.37

Less Minimum Commission Paid 11,200.00

Commission Due (Check Enclosed) \$5,807.37

#530262
8/17/12

Regards,
Smarte Carte, Inc.

Mike Ehlers
Senior Analyst

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

		TOTAL COMMISSION		\$20,017.89			
		Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	
CTB TERMINAL:							
	AMERICAN	3.64	369.52	4.04	398.02	768.15	211
	UNITED	8.28	635.50	7.92	761.17	1,416.67	383
	TWA	0.00	-	0.00	-	0	0
	CONTINENTAL	0.00	-	0.00	-	0	0
	PORT AUTH	62.59	6,353.00	55.33	5,458.55	11,812.53	3631
DELTA TERMINAL:							
	DELTA - 50%	12.45	631.95	15.54	766.70	1,398.01	722
	PORT AUTH - 50%						954
US AIR TERMINAL:							
	DELTA - 50%	13.00	659.86	12.71	626.87	1,286.73	754
	PORT AUTH - 50%						780
US AIR SHUTTLE TERM.:							
	DELTA - 50%	2.07	105.07	4.46	220.21	325.28	129
	PORT AUTH - 50%						274
TOTAL		100.01	10,161.75	100.00	9,866.90	\$17,007.37	5801
TOTAL COMMISSION DUE PORT AUTHORITY						17,007.37	6138

Handwritten notes:
 39,992.43
~~37,750.09~~
 3,194.71
 76,763.7
 9,209.71

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	90		114	
	3-09	121	211	134	248
United Airlines P.A.					
	3-06	312		418	
	3-07	51	363	70	488
		0		0	0
		0		0	0
		0		0	0
Port Authority					
	3-01	243		352	
	3-02	211		322	
	3-03	51		94	
	3-04	91		97	
	3-05	238		341	
	3-010	485		441	
	3-10	123		114	
	3-011	191		281	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	283		234	
	3-31	313		315	
	3-32	108		76	
	3-33	498		319	
	3-34	674		317	
	3-31	32		31	
	3-30	17		24	
	3-35	74		59	

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-04	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	3632	0	3398
Delta Terminal	1-05	247		397	
Delta	1-01	81		98	
	1-02	120		156	
	1-03	46		140	
Port Authority	1-04	228	722	163	954
	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	229		195	
Delta	2-02	85		84	
	2-03	162		205	
	2-04	101		80	
Port Authority	2-30	197	754	438	780
	2-50	0	0	0	0
	2-01	0	0	0	0
US Air Shuttle					
Delta	2-01	120	120	274	274
Grand Total		5802	5802	6138	6138

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	88.25%	5,004	29,020.00	83.84%	5,134	25,670	50,690.00
Delta Airlines	13.75%	798	3,990.00	16.36%	1,004	5,020	9,010.00
TOTAL	100.00%	5,802	29,010.00	100.00%	6,138	30,690	59,700.00

July 6, 2012

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of June 2012.

Cash Sales	\$21,387.50
Credit Card Sales	24,377.50
Refunds	(5.00)
Sales Tax	(1,987.14)
Net Sales	<u>\$43,772.86</u>

App 956

Commission Base \$15,320.50

Commission Payable \$15,320.50

Less Minimum Commission Paid 11,200.00

Commission Due (Check Enclosed) \$4,120.50

#508926

Regards,
Smarte Carte, Inc.

Mike Ehlers
Senior Analyst

7/27/12

June 5, 2012

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of May 2012.

Cash Sales	\$19,150.00
Credit Card Sales	20,975.00
Refunds	0.00
Sales Tax	<u>(1,709.79)</u>
Net Sales	<u>\$38,415.21</u>

Commission Base	<u>\$13,445.32</u>
-----------------	--------------------

Commission Payable	\$13,445.32
--------------------	-------------

Less Minimum Commission Paid	<u>11,200.00</u>
------------------------------	------------------

Commission Due (Check Enclosed)	<u>\$2,245.32</u>
---------------------------------	-------------------

Regards,
Smarte Carte, Inc.

Mike Ehlers
Senior Analyst

AGA956

102224

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

		TOTAL COMMISSION		\$15,998.47		
		Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS
CTB TERMINAL:						
	AMERICAN	4.32	337.40	8.75	470.95	808.36
	UNITED	4.28	334.28	8.11	499.89	834.16
	TWA	0.00	-	0.00	-	-
	CONTINENTAL	0.00	-	0.00	-	-
	PORT AUTH	63.03	4,922.80	52.88	4,328.59	9,251.91
DELTA TERMINAL:						
	DELTA - 50% PORT AUTH - 50%	16.42	641.22	21.07	882.34	1,503.56
US AIR TERMINAL:						
	DELTA - 50% PORT AUTH - 50%	9.79	382.31	9.88	404.25	788.66
US AIR SHUTTLE TERM.:						
	DELTA - 50% PORT AUTH - 50%	2.15	83.96	4.32	176.81	260.77
TOTAL		99.89	7,810.25	100.00	8,186.22	\$13,445.32

Cash Usage
193
181
0
0
2619
1.35
733
1.35
437
1.35
96
1.35
4483

293
311
0
0
2693
31,126.94
1073
4,295.89
503
2,247.31
220
745.06
5093
38,415.20

TOTAL COMMISSION DUE PORT AUTHORITY 13,445.32

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	73		119	
	3-09	120	193	174	293
United Airlines P.A.	3-06	171		280	
	3-07	20	191	31	311
		0		0	0
		0	0	0	0
		0	0	0	0
Port Authority					
	3-01	179		214	
	3-02	213		246	
	3-03	56		68	
	3-04	125		93	
	3-05	282		258	
	3-010	546		443	
	3-10	63		73	
	3-011	211		313	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	183		179	
	3-31	228		229	
	3-32	40		30	
	3-33	301		223	
	3-34	316		245	
	3-81	10		17	
	3-80	14		26	
	3-35	46		38	

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-84	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	2813	0	2893
Delta Terminal	1-05	246		378	
Delta	1-01	77		84	
	1-02	142		215	
	1-03	114		163	
	1-04	154	733	233	1073
Port Authority	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	108		100	
Delta	2-02	21		15	
	2-03	117		160	
	2-04	77		111	
	2-30	114	437	89	503
Port Authority	2-60	0	0	0	0
	2-61	0	0	0	0
US Air Shuttle	2-01	96	96	220	220
Delta					
Grand Total		4463	4463	5093	5093

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	85.82%	3,830	19,150.00	82.37%	4,195	20975	40,125.00
Delta Airlines	14.18%	633	3,165.00	17.63%	898	4490	7,655.00
TOTAL	100.00%	4,463	22,315.00	100.00%	5,093	25,465	47,780.00

May 3, 2012

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from cart rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of April 2012.

Cash Sales	\$19,582.50
Credit Card Sales	24,667.50
Refunds	(10.00)
Sales Tax	<u>(2,010.78)</u>
Net Sales	<u>\$42,229.22</u>

Commission Base	<u>\$14,780.23</u>
-----------------	--------------------

Commission Payable	\$14,780.23
--------------------	-------------

Less Minimum Commission Paid	<u>11,200.00</u>
------------------------------	------------------

Commission Due (Check Enclosed)	<u>\$3,580.23</u>
---------------------------------	-------------------

Regards,
Smarte Carte, Inc.

Mike Ehlers
Senior Analyst

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

TOTAL COMMISSION \$17,900.88

	Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
CTB TERMINAL:							
AMERICAN	4.09	332.90	5.27	614.35	847.25	190	320
UNITED	4.84	393.94	6.44	628.47	1,022.41	225	391
TWA	0.00		0.00			0	0
CONTINENTAL	0.00		0.00			0	0
PORT AUTH	69.41	4,835.53	50.77	4,955.45	9,789.74	2763	3083
DELTA TERMINAL:							
DELTA - 50% PORT AUTH - 50%	20.32	826.95	24.09	1,175.77	2,002.72	945	1463
US AIR TERMINAL:							
US AIR - 50% PORT AUTH - 50%	7.83	318.65	7.32	381.76	700.40	384	476
US AIR SHUTTLE TERM:							
US AIR SHUTTLE - 50% PORT AUTH - 60%	3.53	143.68	5.62	274.05	417.71	184	341
TOTAL	100.02	8,139.25	100.00	9,761.42	\$14,780.23	4651	6073

20
30
40
10

11,659.40 / 1.35
33,312.57
5722.06
2001.14
1193.46

TOTAL COMMISSION DUE PORT AUTHORITY 44,780.23

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	67		128	
	3-09	123	190	162	320
United Airlines P.A.	3-06	190		346	
	3-07	35	225	43	391
TWA		0	0	0	0
Continental Airline		0	0	0	0
Port Authority	3-01	166		264	
	3-02	207		346	
	3-03	59		81	
	3-04	76		132	
	3-05	301		371	
	3-010	587		607	
	3-10	68		67	
	3-011	214		276	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	157		143	
	3-31	188		221	
	3-32	124		144	

956
102224

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
	3-33	195		122	
	3-34	373		235	
	3-61	8		23	
	3-60	8		16	
	3-35	38		35	
	3-64	0		0	
	NKDBK	0		0	
	QTRBK	0		0	
	BANK	0	2765	0	3083
Delta Terminal	1-05	327		601	
Delta	1-01	104		123	
	1-02	188		238	
	1-03	128		242	
	1-04	199	945	259	1463
Port Authority	1-60	0		0	
	1-61	0		0	
	1-62	0		0	
	1-63	0		0	
	1-30	0		0	
	1-31	0		0	
	2-10	0		0	
	1-10	0	0	0	0
US Air Terminal	2-31	90		74	
US Air	2-02	31		22	
	2-03	93		198	
	2-04	42		87	
	2-30	108	364	98	475
Port Authority	2-60	0	0	0	0
	2-61	0	0	0	0
US Air Shuttle	2-01	184	184	341	341
US Air					
Grand Total		4653	4653	6073	6073

In Summary:	Pro-Rate Cash %	Cash Rents by Terminal	Cash Revenue	Pro-Rate %	CC Rents by Terminal	Credit Revenue	Total Revenue
The Port Authority	84.17%	3,917	19,582.50	81.24%	4,934	24,668	44,250.00
Delta Airlines	10.15%	473	2,362.50	12.05%	732	3,650	6,020.00
US Air	3.01%	182	910.00	3.91%	238	1,188	2,097.50
US Air Shuttle	1.76%	82	410.00	2.81%	171	853	1,262.50
TOTAL	100.00%	4,653	23,265.00	100.00%	6,073	30,365	53,630.00

April 6, 2012

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA PA 19195-1517
Ven #32304

Regarding: Monthly report of receipts from car rentals for LAGUARDIA AIRPORT
- PORT AUTHORITY for the month of March 2012.

Cash Sales	\$14,075.00
Credit Card Sales	18,977.50
Refunds	(27.00)
Sales Tax	<u>(1,546.96)</u>
Net Sales	<u>\$31,478.54</u>
Commission Base	<u>\$11,017.49</u>
Commission Payable	\$11,017.49
Less Minimum Commission Paid	<u>11,200.00</u>
Commission Due (Check Enclosed)	<u>\$0.00</u>

AGAB

Regards,
Smarte Carte, Inc.

Mike Ehlers
Senior Analyst

LAGUARDIA BREAKDOWN BY TERMINAL/AIRLINE

AGA 956

TOTAL COMMISSION \$12,974.95

		Cash Usage %	COMMISSION AMOUNT	Credit Card Usage %	COMMISSION AMOUNT	TOTALS	Cash Usage	CC Usage
CTB TERMINAL:								
20	AMERICAN	3.87	220.28	4.70	342.37	562.65	126	213
	UNITED	6.67	379.66	10.53	766.70	1,146.36	217	477
	TWA	0.00	-	0.00	-	-	0	0
	CONTINENTAL	0.00	-	0.00	-	-	0	0
	PORT AUTH	62.21	3,541.02	52.31	3,809.41	7,351.02	2024	2370
DELTA TERMINAL:								
30	DELTA - 50%	18.63	530.21	24.54	893.69	1,423.90	606	1112
	PORT AUTH- 50%						4068.29	
US AIR TERMINAL:								
40	US AIR - 50%	7.35	209.18	6.36	231.46	440.64	239	288
	PORT AUTH- 50%						1,258.97	
US AIR SHUTTLE TERM.:								
10	US AIR SHUTTLE -50%	1.26	35.86	1.57	57.06	92.92	41	71
	PORT AUTH- 50%						265.49	
TOTAL		99.99	5,692.05	100.00	7,282.89	\$11,017.49	3253	4531

TOTAL COMMISSION DUE PORT AUTHORITY

11,017.49

Breakdown by Unit	Unit #	Cash Rents	Total	Credit Rents	Total
CTB Terminal					
American Airlines	3-08	32		74	
	3-09	94	126	139	213
United Airlines P.A.	3-06	190		409	
	3-07	27	217	68	477
TWA		0	0	0	0
Continental Airline		0	0	0	0
		0	0	0	0
Port Authority	3-01	138		169	
	3-02	148		229	
	3-03	43		69	
	3-04	56		98	
	3-05	184		268	
	3-010	448		504	
	3-10	57		40	
	3-011	133		252	
	3-11	0		0	
	3-12	0		0	
	3-13	0		0	
	3-30	136		85	
	3-31	151		224	
3-32	140		107		