

BEFORE THE
FEDERAL MARITIME COMMISSION

Docket No. 12-02

MAHER TERMINALS, LLC

COMPLAINANT

v.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

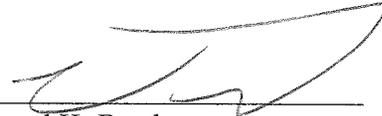
RESPONDENT

**DECLARATION OF RAND K. BROTHERS IN SUPPORT OF MAHER TERMINALS,
LLC'S REPLY TO THE RESPONSE OF THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY TO MAHER'S MOTION TO STRIKE AFFIRMATIVE DEFENSES**

I, Rand K. Brothers, declare under penalty of perjury that the following is true and accurate:

1. I am an attorney at the law firm of Winston & Strawn LLP, attorneys for the Complainant Maher Terminals, LLC ("Maher"). I submit this declaration in connection with Maher Terminal, LLC's Reply to the Response of The Port Authority of New York and New Jersey to Maher's Motion to Strike Affirmative Defenses.
2. Attached hereto as Exhibit A is a true and correct copy of The Port Authority of New York and New Jersey's Objections and Responses to the Complainant's Revised First Set of Interrogatories, dated March 16, 2016.

Dated: March 24, 2016


Rand K. Brothers

CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of March 2016, a copy of the foregoing was served by e-mail and Federal Express on the following:

Richard A. Rothman
Jared R. Friedmann
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, NY 10153

Peter D. Isakoff
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1300 Eye Street, NW
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Rand K. Brothers

EXHIBIT A

**BEFORE THE
FEDERAL MARITIME COMMISSION**

Docket No. 12-02

MAHER TERMINALS, LLC

COMPLAINANT

v.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

RESPONDENT

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY'S
OBJECTIONS AND RESPONSES TO THE COMPLAINANT'S REVISED
FIRST SET OF INTERROGATORIES**

Pursuant to §§ 502.201 and 502.205 of the Federal Maritime Commission Rules of Practice and Procedure, The Port Authority of New York and New Jersey (the "PANYNJ" or "Port Authority") hereby responds and objects to Complainant Maher Terminal LLC's ("Maher") First Set of Interrogatories Propounded on the Port Authority as follows.

RESERVATION OF RIGHTS

The Port Authority's fact investigation is on-going, and the Port Authority expressly reserves the right to supplement, clarify, revise, or correct the responses herein at any time. The Port Authority reserves the right to assert additional general and/or specific objections arising from matters discovered in the course of this litigation. By making the following responses, the Port Authority does not waive, and hereby expressly reserves, its right to object to the admissibility of such responses into evidence at the trial of this action, or any other proceedings,

on any and all grounds, including, but not limited to, competency, relevancy, materiality, privilege or for any other purpose. Furthermore, the Port Authority makes the responses herein without in any manner implying or admitting that it considers the interrogatories, or the responses thereto, to be relevant or material to the subject matter of this action. Subject to and without waiving the foregoing, the Port Authority responds as follows:

GENERAL OBJECTIONS

1. The Port Authority objects to the definitions, instructions, and interrogatories to the extent that they attempt to impose obligations that exceed the scope of permissible discovery under the Federal Maritime Commission Rules of Practice and Procedure and, where applicable, the Federal Rules of Civil Procedure.

2. The Port Authority objects to the definitions, instructions, and interrogatories to the extent that they attempt to impose obligations that exceed the scope of discovery set forth in the Scheduling Order dated January 29, 2016 (“Scheduling Order”). The Scheduling Order instructed the parties that discovery was to proceed in an “expeditious manner,” with each party limited to issuing “a revised request that identifies prior discovery requests that it asserts have not already been answered and that are relevant to the remaining issues.” Scheduling Order at 2.

3. The Port Authority objects to the interrogatories to the extent that they seek responses to interrogatories that are the subject of its Motion for a Protective Order, dated March 10, 2016.

4. The Port Authority objects to the interrogatories to the extent that they are duplicative of its previous interrogatories in this same matter to which the Port Authority already provided detailed responses.

5. The Port Authority objects to the interrogatories to the extent that they are duplicative of discovery taken of the Port Authority in prior litigation between the Port Authority and Maher, including, but not limited to, *APM Terminals N. Am., Inc. v. Port Auth. of N.Y. & N.J.*, F.M.C. Docket 07-01; *Maher Terminals, LLC v. The Port Authority of New York and New Jersey*, F.M.C. Docket 08-03; and *Maher v. Port Auth. of N.Y. & N.J.*, No. CIV. 2:12-6090 KM (D.N.J.).

6. The Port Authority objects to the interrogatories to the extent that they attempt to expand the substantive scope of its discovery by improperly seeking information regarding new topics not addressed in its initial discovery requests in this matter.

7. The Port Authority objects to the interrogatories to the extent that they seek information beyond the principal and material facts, including to the extent that they parse the Port Authority's prior responses, phrase-by-phrase, and seek detail beyond the principal and material facts.

8. The Port Authority objects to the interrogatories to the extent that they ask it to "describe in detail" various facts. The Port Authority is only required to provide the principal and material facts. In responding to the interrogatories, the Port Authority will construe the interrogatories as calling only for production of the principal and material facts.

9. The Port Authority objects to the interrogatories to the extent that they seek to expand the temporal scope of discovery beyond the period from 1997 to 2012 set forth in Maher's initial interrogatories. In responding to the interrogatories, the Port Authority will construe the interrogatories as not calling for information concerning events occurring after March 30, 2012, the date on which the Complaint was served in this action.

10. The Port Authority objects to the interrogatories to the extent that they go beyond what is “proportional to the needs of the case” as required by Fed. R. Civ. P. 26(b)(1).

11. The Port Authority objects the interrogatories to the extent that they seek information protected by the attorney-client privilege, the work product doctrine, or any other applicable privilege. In the event any privileged or otherwise protected information is disclosed by the Port Authority, its disclosure is inadvertent and does not constitute waiver of any privilege.

12. The Port Authority objects to the interrogatories to the extent that they seek production of information, documents, or other materials generated by or at the direction of the Port Authority’s counsel. In responding to the interrogatories, the Port Authority will construe the interrogatories as not calling for production of such information, documents, or materials.

13. The Port Authority objects to the interrogatories to the extent that they seek information that is not relevant to any claim or defense in this action and not reasonably calculated to lead to the discovery of admissible evidence.

14. The Port Authority objects to the interrogatories to the extent that they are oppressive, overbroad, and unduly burdensome.

15. The Port Authority objects to the interrogatories to the extent that they are vague and ambiguous.

16. The Port Authority objects to the interrogatories to the extent that they seek information not within the Port Authority’s possession, custody, or control.

17. The Port Authority objects to the interrogatories to the extent that they seek information that is publicly available or otherwise equally accessible to Maher.

18. The Port Authority objects to the interrogatories to the extent that they seek information beyond the scope of the Port Authority's knowledge.

19. The Port Authority objects to the interrogatories to the extent that they call for legal conclusions or speculation.

SPECIFIC OBJECTIONS AND RESPONSES

Interrogatory No. 1: Identify and describe in detail your communications pertaining to any consent fee or other consideration for a change of control or ownership of Maher contemplated after the 2007 Maher change of control to the present.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it seeks information concerning events occurring after March 30, 2012 because such information could not furnish the basis of the claims filed in 2012. The Port Authority also objects to this interrogatory as beyond the proper scope of discovery as narrowed by the FMC Order to the extent that it seeks discovery about any consent fee or changes of control that have not actually taken place, for the reasons stated in the Port Authority's Motion for a Protective Order filed on March 10, 2016. The Port Authority further objects to this interrogatory to the extent that it calls for information subject to the attorney-client privilege and/or work product doctrine. Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request. The Port Authority further responds that Maher has not undergone a change of control or transfer of ownership since its 2007 change of control.

Interrogatory No. 2: Identify and describe in detail your communications pertaining to the basis for calculating a consent fee or other consideration for any contemplated change of control or ownership of Maher after the 2007 Maher change of control to the present.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory for all of the same reasons set forth in its response to Interrogatory No. 1. Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request. The Port Authority further responds that Maher has not undergone a change of control or transfer of ownership since its 2007 change of control.

Interrogatory No. 3: Describe in detail the basis and support for your alleged defense that “The claims for relief asserted by Complainant, in whole or in part, fail to state facts sufficient to constitute a claim for relief against the Port Authority.”

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it seeks Respondent’s basis under the applicable law for a legal argument as to the insufficiency of Complainants’ pleading, rather than facts that are reflected in the documentary record. The Port Authority also objects to this interrogatory on the grounds that it is premature and unduly burdensome to require that the Port Authority provide the basis and support for its defense prior to the completion of discovery. Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority refers Maher to its Motion to Dismiss Maher Terminals, LLC’s Complaint, dated April 26, 2012, which asserted the basis for this defense. The Port Authority further responds that it reserves the right to supplement this response following the discovery period.

Interrogatory No. 4: Describe in detail the basis for your alleged defense that “The

claims for relief asserted by Complainant are barred, in whole or in part, because the Port Authority's actions were justified since it acted in accordance with the Shipping Act.”

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory on the grounds that it is premature and unduly burdensome to require that the Port Authority provide the basis for its defense prior to the completion of discovery. Subject to and without waiving, but rather expressly preserving, the foregoing objection and its General Objections, the Port Authority respectfully refers the Complainant to its Amended Answer, which sets forth the principal and material facts underlying this defense. The Port Authority further responds that it reserves the right to supplement this response following the discovery period.

Interrogatory No. 5: Describe in detail the basis for your alleged defense that “The claims for relief asserted by Complainant are barred, in whole or in part, by the applicable statute of limitations.”

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory on the grounds that it is premature and unduly burdensome to require that the Port Authority provide the basis for its defense prior to the completion of discovery. Subject to and without waiving, but rather expressly preserving, the foregoing objection and its General Objections, the Port Authority respectfully notes that Maher's change in control took place in 2007, more than four years before this action was filed. Any additional facts supporting this defense will be developed during discovery, depending on what arguments Maher raises in an attempt to explain how its claim is not barred by the four-year statute of limitations set forth for reparations actions in the Shipping Act. The Port Authority further responds that it reserves the right to supplement this response following the discovery period.

Interrogatory No. 6: Describe in detail the basis for your alleged defense that “The claims for relief asserted by Complainant are barred, in whole or in part, by collateral estoppel.”

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory on the grounds that it is premature and unduly burdensome to require that the Port Authority provide the basis for its defense prior to the completion of discovery, particularly as Maher has not made clear which transactions, if any, are relevant to the surviving claims in this action. If Maher raises the internal reorganization of APM, for example, Maher’s assertion that that this internal reorganization amounted to a change in control has already been litigated by Maher and the Port Authority and rejected. Other examples may arise. Subject to and without waiving, but rather expressly preserving, the foregoing objection and its General Objections, the Port Authority responds that it reserves the right to supplement this response following the discovery period.

Interrogatory No. 7: Describe in detail the basis for your alleged defense that “The claims for relief asserted by Complainant are barred, in whole or in part, based on Complainant’s lack of standing.”

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory on the grounds that it is premature and unduly burdensome to require that the Port Authority provide the basis for defense prior to the completion of discovery. Without knowing what Maher may raise in support of the surviving claims in this action, the Port Authority can only preserve the potential objection that Maher lacks standing to raise such matters, but cannot do more at this time. Subject to and without waiving, but rather expressly preserving, the foregoing objection

and its General Objections, the Port Authority responds that it reserves the right to supplement this response following the discovery period.

Interrogatory No. 8: Describe in detail the basis for your alleged defense that “The claims for relief asserted by Complainant are barred, in whole or in part, for lack of ripeness.”

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this Request as irrelevant because the Port Authority asserts no such defense in its Amended Answer to the Complaint.

Interrogatory No. 9: Describe in detail each actual, proposed, or contemplated change of control consent (“change of control consent”) in the Port of New York and New Jersey since 1997 to the present, including but not limited to:

- a. the date of the change of control consent;
- b. the consent fee or consideration that PANYNJ required;
- c. the basis for the consent fee or consideration, whether legitimate business reasons or otherwise;
- d. how the consent fee or consideration was calculated; and
- e. the specific sections or portions of agreements between PANYNJ and the marine terminal operator or its affiliate setting forth the terms or the change of control and consent fee or consideration provided therefor.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory as unduly burdensome to the extent that it requires the Port Authority to “[d]escribe in detail” facts under each subpart for every such change of control event since 1997. The Port Authority also objects to this interrogatory to the extent that it seeks information concerning events occurring after March 30, 2012 because such information could not furnish the basis of the claims filed in 2012. The Port Authority further objects to this interrogatory as beyond the proper scope of discovery as narrowed by the FMC Order to the extent that it seeks discovery about any consent

fee or changes of control that have not actually taken place, for the reasons stated in the Port Authority's Motion for a Protective Order filed on March 10, 2016. The Port Authority also objects to this interrogatory to the extent that it is duplicative of previous interrogatories in this matter to which the Port Authority provided detailed responses. The Port Authority further objects to this interrogatory to the extent that it seeks information regarding new topics not addressed in Maher's initial discovery requests in this matter. The Port Authority also objects to this interrogatory to the extent that it calls for information subject to the attorney-client privilege and/or work product doctrine. The Port Authority further objects to this interrogatory to the extent that this information is publicly available or otherwise equally accessible to the Complainant. Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority responds to each subpart as follows:

- a. the date of the change of control consent;
- b. the consent fee or consideration that PANYNJ required

Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to Interrogatories No. 9(a) and (b). The Port Authority refers Maher to the response to Interrogatory No. 11 in its Amended and Supplemental Objections and Responses to Maher's First Set of Interrogatories. The Port Authority further responds that it has consented to the following assignment of leases and transfers of ownership:

- Bay Avenue L.L.C. assigned its lease to Njind Bay Avenue LLC in 2012, and a security deposit was set at \$18,000
- 1201 Corbin L.L.C. assigned its leases, EP-254 and EP-255, to Njind Corbin Street LLC in 2012, and security deposits were set at \$4,800 and \$6,000, respectively

- Cargill Incorporated assigned its lease to Wild Flavors, Inc. in 2012, an Assignment Consent Fee was paid of \$133,792.35 and a security deposit was set at \$55,000

- c. the basis for the consent fee or consideration, whether legitimate business reasons or otherwise

The Port Authority further objects to Interrogatory No. 9(c) to the extent that it seeks information beyond principal and material facts. The Port Authority also objects to the characterization “legitimate business reasons or otherwise.” Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority refers the Complainant to the Port Authority’s response to No. 9 of its Objections and Responses to Complainant’s First Set of Interrogatories.

- d. how the consent fee or consideration was calculated

The Port Authority further objects to Interrogatory No. 9(d) to the extent that it seeks information beyond principal and material facts. Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority refers Maher to its response to No. 10 of the Port Authority’s Objections and Responses to Complainant’s First Set of Interrogatories. The Port Authority further responds that it considers the specific circumstances of the requesting tenant within the context of their specific lease terms and the proposed change of control transaction, and any final arrangement is subject to negotiations between the parties. As the Port Authority explained in its response to No. 9 of its Objections and Responses to Complainant’s First Set of Interrogatories, the Port Authority considers such factors as the risk the proposed transaction exposes the Port Authority to and the amount of investment the Port Authority has made in the marine terminal facility. In certain

cases, the consent fees and consideration may be determined by reference to specific provisions in the tenant's lease.

- e. the specific sections or portions of agreements between PANYNJ and the marine terminal operator or its affiliate setting forth the terms or the change of control and consent fee or consideration provided therefor

Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request. The Port Authority further responds that marine terminal operator leases and agreements are publicly available on the Port Authority's website.

Interrogatory No. 10: To the extent that your list of described changes of control or ownership does not include any of the following changes of control or ownership, please explain why not:

- a. Those pertaining to APMT;
- b. In or around 2005 PNCT contemplated a change in control or ownership interest with respect to A.P. Møller-Maersk's acquisition of P&O Nedlloyd Container Line;
- c. PNCT change(s) in control or ownership interest in or around 2006 or 2007 among P&O Ports, DP World, and/or AIG, Highstar Capital L.P., or their affiliates;
- d. Change in control or ownership interest resulting in Highstar Capital, L.P., TIL and/or MSC control or ownership of PNCT in or around 2010/2011;
- e. In or around 2013 PNCT contemplated a change in control or ownership interest with respect to Global Infrastructure Partners' acquisition of a 35% ownership interest in TIL;
- f. In or around 2006 or 2007 NYCT contemplated a change in control or ownership interest from OOIL to the Ontario Teachers Pension Fund;
- g. Maher change in control or ownership interest in 2007; and
- h. In May 2012, "one preliminary request for a change of control that was initially considered by the Port Authority, but which [then had] never reached the stage of formal approval or denial."

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory as beyond the proper scope of discovery as narrowed by the FMC Order to the extent that it seeks discovery about any consent fee or changes of control that have not actually taken place, for the reasons stated in the Port Authority's Motion for a Protective Order filed on March 10, 2016. The Port Authority also objects to this interrogatory to the extent that it attempts to expand the substantive scope of discovery by improperly seeking information regarding new topics not addressed in Maher's initial discovery requests in this matter. Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority responds that APMT has not undergone a change of control. The Port Authority further responds by referring Maher to its responses to Interrogatory No. 9 of the immediate Objections and Responses, and Interrogatories Nos. 1, 5, and 11 of its Amended and Supplemental Objections and Responses to Maher's First Set of Interrogatories. The Port Authority further responds that its fact investigation is on-going, and it expressly reserves the right to supplement this response.

Interrogatory No. 11: With respect to the PNCT change(s) in control or ownership resulting in Highstar Capital, L.P., TIL, or MSC control or ownership of PNCT in or around 2010/2011, describe in detail what consideration, specifically, was agreed in exchange for PANYNJ's consent to the change of control or ownership, what of that has been paid or provided to PANYNJ, and what if any remains to be paid or provided.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. Subject to and without waiving, but rather expressly preserving, its General Objections, the Port Authority refers Maher to its response to Interrogatory No. 6 in its Amended and Supplemental Objections and Responses to Maher's First Set of Interrogatories. The Port Authority further responds that, unlike subsequent change of

control events, no one obligation of the parties under PNCT's Amended and Restated Lease Agreement was parsed out and tied to the Port Authority's consent to the changes of control.

The terms of the Amended and Restated Lease Agreement reflect the consideration and terms of the Port Authority's consent.

Interrogatory No. 12: With respect to the PNCT change(s) in control or ownership resulting in Highstar Capital, L.P., TIL, and/or MSC control or ownership of PNCT in or around 2010/2011, describe in detail what services, benefits, terminal investments, or projects, specifically, PANYNJ provided or will provide to PNCT in exchange for the consent fee paid or agreed to be paid to PANYNJ.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it attempts to expand the substantive scope of discovery by improperly seeking information regarding new topics not addressed in Maher's initial discovery requests in this matter. The Port Authority also objects to this interrogatory on the grounds that it implies that the amount of payment or economic consideration provided to the Port Authority in connection with a change of ownership or control is, or should be, related to "services, benefits, terminal investments, or projects, specifically, PANYNJ provided or will provide to PNCT in exchange for the consent fee paid or agreed to be paid to PANYNJ." Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016 asking the Presiding Officer to excuse it from responding to this request. The Port Authority further states, as has already been explained in Nos. 9 and 11 of the Port Authority's Objections and Responses to Maher's First Set of Interrogatories, that such amounts are sought to compensate the Port Authority, *inter alia*, in part for the large sums it has invested in the terminals and surrounding infrastructure—investments which contribute significantly to the asset value of the

Port's marine terminal operators—and also for risks to which the Port Authority may be subjected due to the change in control.

Interrogatory No. 13: With respect to the PNCT change(s) in control and/or ownership interest resulting in Highstar Capital, L.P., TIL or MSC control or ownership of PNCT in or around 2010/2011, identify the specific agreement provisions setting forth PANYNJ's consent to the change of control or ownership and consideration provided therefor.

The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it attempts to expand the substantive scope of discovery by improperly seeking information regarding new topics not addressed in Maher's initial discovery requests in this matter. The Port Authority also objects to this interrogatory on the grounds that this information is publicly available to the Complainant. Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request.

Interrogatory No. 14: Describe in detail the communications between PANYNJ and PNCT/AIG or their affiliates leading up to the change in control or ownership interest resulting in Highstar Capital, L.P., TIL and/or MSC control or ownership of PNCT in or around 2010/2011.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory on the grounds that it is overbroad and unduly burdensome to “[d]escribe in detail” negotiations with PNCT with respect to changes of ownership, which took place with multiple affiliates across an extended period of time. The Port Authority is only required to provide principal and material facts. The Port Authority also objects as vague, ambiguous and overly broad the phrase

“leading up to the change of control or ownership”. Subject to and without waiving, but rather expressly preserving, the foregoing objections, the Port Authority responds that the principal and material facts concerning PNCT’s changes of control and ownership interests are set forth in Interrogatory No. 6 of the Port Authority’s Amended and Supplemental Responses and Objections to Complainant’s First Set of Interrogatories. The Port Authority further responds that, pursuant to Fed. R. Civ. P. 33(d), it expects that nonprivileged, responsive documents describing the actions taken by the Port Authority to consider and consent to the changes of control described above will be produced in connection with this proceeding.

Interrogatory No. 15: With respect to the PNCT change in control or ownership interest resulting in Highstar Capital, L.P., TIL and/or MSC control or ownership of PNCT in or around 2010/2011, describe in detail how the agreement was structured in such a way as to allow for AIG to divest its ownership or control interests within five to seven years of acquiring it, including whether AIG/PNCT thereby secured multiple change of control consents for the price of one in 2006 or 2007 with respect to an unidentified future acquirer of AIG’s PNCT interests, or others.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory on the grounds that it is overbroad and unduly burdensome to “[d]escribe in detail” negotiations with PNCT with respect to changes of ownership, which took place with multiple affiliates across an extended period of time. The Port Authority is only required to provide principal and material facts. The Port Authority also objects as vague and ambiguous the phrase “multiple change of control consents for the price of one.” Subject to and without waiving, but rather expressly preserving, the foregoing objections, the Port Authority responds that the principal and material facts concerning PNCT’s changes of control and ownership interests are set forth in Interrogatory No. 6 of the Port Authority’s Amended and Supplemental Responses and Objections to Complainant’s First Set of Interrogatories. The consideration and terms of the Port

Authority's consent to these changes of control are reflected in the terms of the Amended and Restated Lease Agreement.

Interrogatory No. 16: Describe in detail why multiple change of control consents for the price of one were not provided to Maher.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it attempts to expand the substantive scope of discovery by improperly seeking information regarding new topics not addressed in Maher's initial discovery requests in this matter. The Port Authority also objects as vague and ambiguous the phrase "multiple change of control consents for the price of one" and the implication that such was given to any tenant. Subject to and without waiving, but rather expressly preserving, the foregoing objections, the Port Authority responds that the change of control provisions of each tenant's lease are negotiated by the tenant at the time of lease negotiations. To the extent that Maher did not contemplate or raise during lease negotiations the possibility of a change of control, or multiple changes of control, it was not included in its lease.

Interrogatory No. 17: Describe in detail PANYNJ's formal or informal practice, policy, substantive standard, or procedure for taking any action or inaction, including, but not limited to, requesting or not requesting payments or the providing of any economic consideration to PANYNJ, with respect to transfers or changes of ownership or control interests involving marine terminal operator leases with PANYNJ before the February 22, 2007 adoption of PANYNJ Board Resolution "Port Facilities - Consent to Transfer of Leases and Changes of Ownership Interests," and how it differed after adoption of the Resolution if at all. Such explanation should include not only what factors PANYNJ took into consideration in approving or not approving proposed changes of control, but specifically how those factors were or were not applied.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it is duplicative of previous interrogatories in this matter to which the Port

Authority provided detailed responses. Subject to and without waiving, but rather expressly preserving, the foregoing objection and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request. The Port Authority further responds by referring Maher to No. 7 of the Port Authority's Objections and Responses to Complainant's First Set of Interrogatories.

Interrogatory No. 18: Describe in detail PANYNJ's "substantive standard" for determining consent fees including, but not limited to, requesting or not requesting payments or the providing of any economic consideration to PANYNJ, after the adoption of the PANYNJ Board Resolution "Port Facilities - Consent to Transfer of Leases and Changes of Ownership Interests."

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it seeks information beyond the principal and material facts by parsing the Port Authority's prior responses in an attempt to manufacture additional discovery. The Port Authority also objects to this interrogatory to the extent that it is duplicative of previous interrogatories in this matter to which the Port Authority provided detailed responses. Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request. The Port Authority further responds by referring Maher to No. 8 of the Port Authority's Objections and Responses to Complainant's First Set of Interrogatories.

Interrogatory No. 19: Describe in detail how PANYNJ actually applied its "substantive standard" for assessing consent fees for each change of control or ownership of marine terminal facilities since 1997.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it seeks information beyond the principal and material facts by parsing the Port Authority's prior responses in an attempt to manufacture additional discovery. Subject to and without waiving, but rather expressly preserving, the foregoing objection and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request.

Interrogatory No. 20: Describe in detail how, specifically, PANYNJ ensured that the entity acquiring control or ownership of a marine terminal in the Port of New York and New Jersey would commit to make the "appropriate capital investments in the facility," for each change of control or ownership of marine terminal facilities since 1997.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it seeks information beyond the principal and material facts by parsing the Port Authority's prior responses in an attempt to manufacture additional discovery. Subject to and without waiving, but rather expressly preserving, the foregoing objection and its General Objections, the Port Authority responds by referring Maher to No. 9 of the Port Authority's Objections and Responses to Complainant's First Set of Interrogatories and No. 11 of the Port Authority's Amended and Supplemental Objections and Responses to Complainant's First Set of Interrogatories, which reflect that the Port Authority has negotiated with new owners for increased investment obligations as a means of ensuring they are committed to continued investment in the terminal.

Interrogatory No. 21: Describe in detail the legitimate business reasons, if any, for the specific consent fees and other consideration sought for each of the transfers or changes of ownership or control interests involving marine terminal operator leases since 1997, or if no consent fees or consideration were sought, the legitimate business reasons why not, if any.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it is duplicative of previous interrogatories in this matter to which the Port Authority provided detailed responses. The Port Authority also objects to this interrogatory as unduly burdensome to the extent that it requires the Port Authority to “[d]escribe in detail” facts regarding every change of control event since 1997. Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority responds by referring Maher to No. 9 of the Port Authority’s Objections and Responses to Complainant’s First Set of Interrogatories. The Port Authority further responds that the Port Authority’s decision regarding whether to seek a fee or consideration obligation is driven by the specific language in the requesting tenant’s negotiated lease. A proposed transaction that does not trigger a Change of Control event as defined under a marine terminal operator’s lease, for example, may not require the consent of the Port Authority and payment of a fee or consideration obligation.

Interrogatory No. 22: Describe in detail how consent fees and consideration required since 1997 have been applied (or were intended) to recover PANYNJ’s specific expenditures on the port, including whether and how they were allocated, correlated, or otherwise attributed to the expenditures on the specific facility subject to the change of control fee.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it attempts to expand the substantive scope of discovery by improperly seeking information regarding new topics not addressed in Maher’s initial discovery requests in this matter. The Port Authority also objects to this interrogatory on the grounds that it implies that the consent fee or economic consideration provided to the Port Authority in connection with a change of ownership or control is directly tied to a specific expenditure on a marine terminal

facility. The Port Authority further objects to this interrogatory on the grounds that it conflates the consent fee (an obligation borne by the requesting tenant) with consideration (such as a security deposit or capital investment in the facility that is borne by the new owner) provided to the Port Authority. Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request. The Port Authority further responds that, as explained in its response No. 9 of its Objections and Responses to Complainant's First Set of Interrogatories, the Port Authority's investments in the marine terminal facility to maintain and improve the facility is only one of the factors the Port Authority considers in the context of a change of control event. Further, the initially proposed consent fee or consideration is subject to negotiation by the requesting tenant. Thus, the issuance of a specific negotiated consent fee and/or consideration obligation is neither an effort to recoup a specific investment nor can it be correlated or otherwise attributed to a specific investment in a marine terminal facility. Although it may have been the Port Authority's intention to try to recoup its terminal-related investments, each consent fee agreement is the product of negotiations and can be, at most, only loosely tied to any particular investment or set of investments.

Interrogatory No. 23: Describe in detail what terminal investments or other projects constitute the \$3.8 billion in expenditures which PANYNJ levied the consent fees to recover, and which consent fees correlate to, are attributed to, or are justified by, which specific expenditures or projects making up the \$3.8 billion in expenditures.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it seeks information beyond principal and material facts by parsing the Port Authority's prior response to Interrogatory No. 9 of the of its Objections and Responses to

Complainant's First Set of Interrogatories to manufacture additional discovery. The Port Authority also objects as overly burdensome and oppressive the Complainant's attempt to seek "detail[ed]" information spanning a 64-year span—as the prior response stated that the Port Authority "has invested over \$3.8 billion in marine terminals and basic Port infrastructure since 1948." The Port Authority further objects to this interrogatory to the extent that it attempts to expand the substantive scope of discovery by improperly seeking information regarding new topics not addressed in Maher's initial discovery requests in this matter. The Port Authority also objects to this interrogatory on the grounds that it implies that the consent fee or economic consideration provided to the Port Authority in connection with a change of ownership or control is directly correlated with a specific expenditure on a marine terminal facility. The Port Authority further objects to this interrogatory on the grounds that it conflates the consent fee (an obligation borne by the requesting tenant) with consideration (such as a security deposit or capital investment in the facility that is borne by the new owner) provided to the Port Authority. Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request. The Port Authority further responds by referring Maher to its response to Interrogatory No. 22.

Interrogatory No. 24: Describe in detail whether PANYNJ has charged consent fees to recover terminal investments made on terminals other than those undergoing the change of control or ownership for which the consent fee was charged.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it attempts to expand the substantive scope of discovery by improperly seeking information regarding new topics not addressed in Maher's initial discovery requests in this

matter. The Port Authority also objects to this interrogatory on the grounds that it implies that the consent fee or economic consideration provided to the Port Authority in connection with a change of ownership or control is directly tied to a specific expenditure on a marine terminal facility. Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request.

Interrogatory No. 25: Describe in detail whether PANYNJ has applied its consent fees levied since February 22, 2007 to recover services and terminal investments provided to other port users dating back to the period 1948-February 21, 2007.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it seeks information beyond principal and material facts by parsing the Port Authority's prior response to Interrogatory No. 9 of the of its Objections and Responses to Complainant's First Set of Interrogatories in an attempt to manufacture additional discovery. The Port Authority also objects as overly burdensome and oppressive the Complainant's attempt to seek "detail[ed]" information spanning a 59-year span. The Port Authority further objects to this interrogatory to the extent that it attempts to expand the substantive scope of discovery by improperly seeking information regarding new topics not addressed in Maher's initial discovery requests in this matter. The Port Authority also objects to this interrogatory on the grounds that it implies that the amount of payment or economic consideration provided to the Port Authority in connection with a change of ownership or control is, or should be, related to "services and terminal investments." Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority responds that it has filed a

Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request.

Interrogatory No. 26: Describe in detail the principal and material facts of any formula, model, calculation or other basis that has been used to determine consent fees and consideration, how you have applied any such basis, and any determination by PANYNJ of the reasonableness under the Shipping Act of such basis or application thereof. To the extent PANYNJ contends that the answer to this Interrogatory intrudes upon or calls for the disclosure of privileged attorney-client communications, please identify and describe such communications.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it is duplicative of previous interrogatories in this matter to which the Port Authority provided detailed responses. Subject to and without waiving, but rather expressly preserving, the foregoing objection and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request. The Port Authority further responds by referring Maher to No. 10 of the Port Authority's Objections and Responses to Complainant's First Set of Interrogatories. The Port Authority also responds that, pursuant to Fed. R. Civ. P. 33(d), it expects that nonprivileged documents responsive to this request will be produced in connection with this proceeding.

Interrogatory No. 27: With respect to each marine terminal change of ownership or control since PNCT's transfer of ownership or control to AIG, describe in detail how specifically PANYNJ has determined the consent fee based on the amount of PANYNJ investments "scaled in comparison to the final outcome of PNCT's transfer of control to AIG."

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it seeks information beyond the principal and material facts by parsing the Port Authority's prior response to Interrogatory No. 10 of the of its Objections and Responses to

Complainant's First Set of Interrogatories to manufacture additional discovery. Subject to and without waiving, but rather expressly preserving, the foregoing objection and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request. The Port Authority further responds that, pursuant to Fed. R. Civ. P. 33(d), it expects that nonprivileged documents responsive to this request will be produced in connection with this proceeding.

Interrogatory No. 28: Describe in detail how, specifically, PANYNJ determined the consent fee applicable to PNCT's transfer of control to AIG which it used to determine subsequent consent fees "scaled in comparison".

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it seeks information beyond the principal and material facts by parsing the Port Authority's prior response to Interrogatory No. 10 of its Objections and Responses to Complainant's First Set of Interrogatories to manufacture additional discovery. Subject to and without waiving, but rather expressly preserving, the foregoing objection and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request.

Interrogatory No. 29: Describe in detail what "appropriate modifications" PANYNJ made to the PNCT/AIG consent fee in order to determine other consent fees, how it determined such "appropriate modifications," and the legitimate business reasons therefor, if any.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it seeks information beyond the principal and material facts by parsing the Port Authority's prior response to Interrogatory No. 10 of the of its Objections and Responses to

Complainant's First Set of Interrogatories to manufacture additional discovery. The Port Authority also objects to this interrogatory on the grounds that it mischaracterizes the Port Authority's prior response, which stated that "[t]he Port Authority used the PNCT payments and consideration as a basis for subsequent transactions and made appropriate modifications based on the facts and circumstances of each tenant seeking consent." Subject to and without waiving, but rather expressly preserving, the foregoing objection and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request.

Interrogatory No. 30: Identify and describe in detail each of the instances where "[s]eeking payments, increased investment obligations, or an increased security deposit [was] meant" by PANYNJ "in instances where private parties were deriving significant capital gains from increases in the value or productivity of Port Authority controlled land and facilities, to return a portion of the Port Authority's significant investment in the Port to the Port and to offset the need for increases in Port revenue collection."

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it seeks information beyond the principal and material facts by parsing the Port Authority's prior response to Interrogatory No. 9 of the of its Objections and Responses to Complainant's First Set of Interrogatories to manufacture additional discovery. Subject to and without waiving, but rather expressly preserving, the foregoing objection and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request.

Interrogatory No. 31: Describe in detail why the consent fee for "PNCT's transfer of control to AIG . . . was the first transaction that required significant payments or consideration" and why prior change of control or ownership transactions did not require significant payments or consideration.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it seeks information beyond the principal and material facts by parsing the Port Authority's prior response to Interrogatory No. 10 of the of its Objections and Responses to Complainant's First Set of Interrogatories to manufacture additional discovery. Subject to and without waiving, but rather expressly preserving, the foregoing objection and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request.

Interrogatory No. 32: Describe in detail your rules, regulations, practices, or procedures for dealing with or refusing to deal with existing marine terminal operators, including Maher, with respect to the letting of facilities in the port, e.g., the PANYNJ lease agreement with Global (Lease No. LPJ-001), and the legitimate business reasons for such rules, regulations, practices, or procedures.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it is duplicative of previous interrogatories in this matter to which the Port Authority provided detailed responses. Subject to and without waiving, but rather expressly preserving, the foregoing objection and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request. The Port Authority further responds by referring Maher to No. 15 of the Port Authority's Objections and Responses to Complainant's First Set of Interrogatories.

Interrogatory No. 33: Describe in detail why the Qualified Transferee provision in the Global agreement was required to induce Global's lenders to consent to the conversion of their fee simple mortgage over the land Global owned into a leasehold mortgage.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it seeks information beyond the principal and material facts by parsing the Port Authority's prior responses. Subject to and without waiving, but rather expressly preserving, the foregoing objection and its General Objections, the Port Authority responds that the principal and material facts were already provided by the Port Authority in No. 16 of its Objection and Responses to Maher's First Set of Interrogatories.

Interrogatory No. 34: Describe in detail PANYNJ's legitimate business reason or other basis, if any, for PANYNJ's application of the Qualified Transferee provision to impose the ability to review transfers for any potential anticompetitive impacts on the region and other operators, and how the application of the Qualified Transferee provision imposes the ability to ensure such review by PANYNJ.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory on the grounds that it improperly parses the Port Authority's prior response to No. 16 of its Objections and Responses to Complainant's First Set of Interrogatories, and mischaracterizes what the Port Authority said. The Port Authority also objects to this interrogatory on the grounds that it is confusingly and ambiguously worded, such that the Port Authority cannot ascertain what is being asked.

Interrogatory No. 35: Describe in detail why the Qualified Transferee provision applied only to *existing* marine terminal operators in the port and what was the legitimate business reason, or other purpose, for applying it only to *existing* marine terminal operators at the port.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it attempts to expand the substantive scope of discovery by improperly seeking information regarding new topics not addressed in Maher's initial discovery requests in this

matter. The Port Authority also objects to this interrogatory to the extent that it is duplicative of previous interrogatories in this matter to which the Port Authority provided detailed responses. Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request. The Port Authority further responds by referring Maher to No. 16 of the Port Authority's Objections and Responses to Complainant's First Set of Interrogatories. The Port Authority also responds that the Qualified Transferee provision was a negotiated term that was offered and accepted during the give and take of the Global lease negotiations between the parties.

Interrogatory No. 36: Describe in detail how the Qualified Transferee provision comports with PANYNJ's "practice and procedure to negotiate leases that comply with all applicable laws and regulations, including the Shipping Act." To the extent PANYNJ contends that the answer to this Interrogatory intrudes upon or calls for the disclosure of privileged attorney-client communications, please identify and describe such communications.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it attempts to expand the substantive scope of discovery by improperly seeking information regarding new topics not addressed in Maher's initial discovery requests in this matter. The Port Authority also objects to this interrogatory because it calls for a legal conclusion rather than principal and material facts. The Port Authority further objects to this interrogatory to the extent that it seeks information protected by the attorney-client privilege and work product doctrine. Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request.

Interrogatory No. 37: Describe in detail your policies, practices, and procedures to ensure the just and reasonable treatment of marine terminal operators in the application of your consent fee practices, the letting of facilities in the port, and the exclusion of existing marine terminal operators from opportunities to acquire or let facilities in the port. To the extent PANYNJ contends that the answer to this Interrogatory intrudes upon or calls for the disclosure of privileged attorney-client communications, please identify and describe such communications.

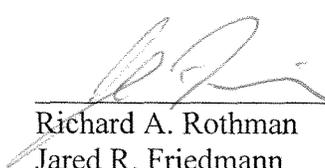
Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to the implication that the Port Authority has policies, practices or procedures pertaining to the “exclusion of existing marine terminal operators from opportunities to acquire or let facilities in the port.” The Port Authority also objects to this interrogatory to the extent that it is duplicative of information sought in previous interrogatories in this matter to which the Port Authority provided detailed responses. Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request. The Port Authority further responds by referring Maher to Nos. 14, 15, and 26 of the Port Authority’s Objections and Responses to Complainant’s First Set of Interrogatories.

Interrogatory No. 38: Describe in detail any principal and material facts showing that PANYNJ’s practices, policies, procedures, or lack thereof, and actions or inactions that are the subject of the Complaint in this proceeding comply with the Shipping Act, including but not limited to, the principal and material facts of any justifications of the differences in treatment PANYNJ accorded to Maher relative to other the marine terminal operators as applicable to Counts I, VI, VIII, or XII of the Complaint, and the principal and material facts that any such justifications do not exceed what is necessary to achieve a valid transportation purpose justifying the differences.

Response: The Port Authority incorporates each of its General Objections into this Response as if fully set forth herein. The Port Authority further objects to this interrogatory to the extent that it is duplicative of information sought in previous interrogatories in this matter to

which the Port Authority provided detailed responses. Subject to and without waiving, but rather expressly preserving, the foregoing objections and its General Objections, the Port Authority responds that it has filed a Motion for a Protective Order, dated March 10, 2016, asking the Presiding Officer to excuse it from responding to this request. The Port Authority further responds by referring Maher generally to its Objections and Responses to Complainant's First Set of Interrogatories, Amended and Supplemental Objections and Responses to Complainant's First Set of Interrogatories, and responses to Interrogatory Nos. 1-37 of the immediate Objections and Responses.

March 17, 2016



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New York and New Jersey*

BEFORE THE
FEDERAL MARITIME COMMISSION

Docket No. 12-02

MAHER TERMINALS, LLC

COMPLAINANT

v.

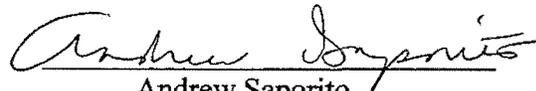
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

RESPONDENT

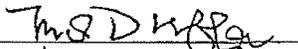
CORPORATE VERIFICATION

I, Andrew Saporito, declare as follows:

I am the Deputy Director of Port Commerce for The Port Authority of New York and New Jersey ("Port Authority"), and I have reviewed and am familiar with the contents of the Port Authority's Objections and Responses to Complainants' Revised First Set of Interrogatories (the "Responses") in the above-captioned litigation. I further declare under penalty of perjury that I believe that the matters set forth in the Responses are true and correct, but I do not have personal knowledge of all of the facts contained in the Responses, and with respect to some facts I have been informed that they are true and I base my belief as to the accuracy of the Responses on such information.


Andrew Saporito

Sworn to me on this 16th day of March 2016

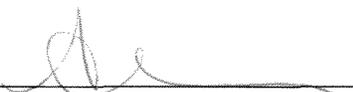

MARK D. HOPPER

MARK D. HOPPER
Notary Public, State of New York
No. 021004682255
Qualified in Queens County
Commission Expires March 30, 2018

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon the persons listed below in the matter indicated.

| | |
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| <p><u>Via Federal Ex and E-mail:</u> Lawrence I Kiern Bryant E. Gardner Gerald A. Morrissey III Rand K. Brothers Brook F. Shapiro Winston & Strawn LLP 1700 K Street, N.W. Washington DC 20006-3817</p> | <p>Dated at New York, NY this 17 day of March, 2016</p> |
|--|---|



Alea Mitchell