Appendix P
Parking Operations



28 Fourth Street, Valley Stream, N.Y. 11582

(516) 825-4661

(800) 944-1424

(516) 825-3002 fax

Founded on Long Island, New York in 1954, Parking Systems, a privately held company, began by providing valet services to restaurants and catering facilities in Nassau County. Since then, Parking Systems has grown to become a leader in the procurement of management and leasing agreements, valet service, operations, maintenance, revenue control, traffic directing and consulting service throughout the Tri-State area. This reputation has been earned by developing the know-how to operate locations efficiently, while maintaining a high level of service.

Parking Systems presently has a strong core of principals with over 140 years combined experience in the parking industry. Mark Baron joined the founding partner in 1971 as a managing partner and directed the company's growth from a small local parking company into a large regional organization. Ronald Spinelle has been with the company since 1976 and has made significant contributions to the growth of the sales and service aspects of Parking Systems. He now oversees construction and maintenance for the garage and parking lot division. Michael Petruzzelli joined the company in 1986 and is responsible for all field operations, including the management of regional offices and account representatives. In 1998, the company was pleased to welcome Howard Jaffe, following a 30 year career in acquisitions and operations with a major national parking company. Mr. Jaffe oversees management contracts, leasing agreements and all acquisitions.

Parking Systems' consistent record of growth is evidenced by the fact that the company currently provides services to approximately 400 locations and employs more than 2,000 parking professionals. These locations span a broad range of industries and parking needs, i.e. hotels; office complexes; garage facilities; condominiums; health clubs; hospitals; restaurants; as well as standalone garages and parking lots. Many of Parking Systems' clients have been with the company since its onset—a fact to take great pride in. These long-term relationships are indicative of the company's commitment to providing the best in parking services to its customers.

Parking Systems' facilities range in size from 20 to 6,000 spaces. Their valet services accommodate in excess of 2.5 million vehicles on a yearly basis. Parking Systems' management and leasing division most notably operates parking for nine (9) New York City Municipal multilevel parking garages, totaling over 5,000 spots as well as seasonal parking for the New York City Parks Department at Orchard Beach, containing 6,000 self-park spaces.

Parking Systems will continue to expand and professionally serve both the private and public sectors of the parking industry.





28 Fourth Street, Valley Stream, N.Y. 11582

(516) 825-4661

(800) 944-1424

(516) 825-3002 fax

Resident Valet Questionnaire

Name:			Apt. #:	
E-mail:		·		
Home Phone	#:	_		•
		-		
# of vehicles				
Vehicle #1: Y	ear Make	Model _	Plate	
Primary Drive	er:		•	
Contact #:			•	
Special Vehic	ele Instructions:			
	esNo			•
Monday:	Approx. Departure		Return Home	·
Tuesday:	Approx. Departure		Return Home	
Wednesday:	Approx. Departure		Return Home	.
Thursday:	Approx. Departure	· .	Return Home	
Friday:	Approx. Departure		Return Home	
Scheduled We	eekend Vehicle Use:			
				·
**			· •	
		110		

Vehicle #2: Year Make	Model _	Plate	
Primary Driver:			
Contact #:			
Special Vehicle Instructions:			
	•	····,	
Spare Key: Yes No			· .
Monday: Approx. Departure _	· .	Return Home	·
Tuesday: Approx. Departure _		Return Home	·
Wednesday: Approx. Departure _		Return Home	
Thursday: Approx. Departure		Return Home	
Friday: Approx. Departure _		Return Home	· · · · · · · · · · · · · · · · · · ·
Scheduled Weekend Vehicle Use:			
		•	
All Information will be kept confiden	itial.		
Thank you,			

Parking Systems



MANAGEMENT AGREEMENT dated as of the Pitclay of March 2013 between
having an office located at
("Owner"), and Island Valet Services, Inc 1/15 at trking systems, New York corporation
("Agent"), having its principal office at 28 Fourth Street, Valley Stream, New York, 11581.
NOW THEREFORE, in consideration of the premises and the covenants and conditions
hereinafter set forth, Owner and agencias see as inlines:
1. Designation and Appointment. Owner hereby designates and appoints Agent to manage
and operate the Parking Facility known as (Premises")
pursuant to the terms and conditions of this Agreement, and Agent hereby accepts such
designation and appointment. At all times during the term of this Agreement, Agent will
designation and appointment. At all times during the term of this Agreement, Agent will operate and manage in a granner to take into account the needs of residents and
their gyests as well as the regulation of the Premises.
The parties will continue a monthly reconciliation to review the compensation paid
hereunder. In the event in reconciliation shows the Owner has underpaid Agent, the Owner
shall pay regent the amount of the reconciliation. In the event the reconciliation shows the
Owner has overpaid seent the Agent shall credit the Owner upon the next invoice for the
amount of the reconciliation.
2. Term. The term of this Agreement is years beginning and ending
and shall continue from year-to-year thereafter unless either Owner or Agent gives no
less than thirty (30) days' notice to the other prior to the end of the original or any
extended term if it intends not to renew this Agreement for an additional one (1) year,
provided, however, that in the event Owner's right to occupy the Premises is
terminated, or otherwise expires during the term hereof, this Management Agreement
will no longer be effective. The term "Fiscal Year" as used herein shall mean each
twelve (12) consecutive calendar month period occurring in whole, or in part, during the
term hereof, with the first beginning on the first (1st) day of the term hereof, if said date
is the first (1st) day of a calendar month, otherwise, if the term of this Agreement shall

commence on a day other than the first (1st) day of a calendar month, the first (1st) Fiscal Year shall commence on the first (1st) day of the first (1st) full calendar month following commencement of the term hereof. Gross Income and Cost of Operation, as those terms are hereinafter defined; for any first (1st) partial calendar month shall be included with the amounts of the respective categories generated for the first (1st) complete Fiscal Year.

For the purpose of this Agreement, the term of cross theome" shall be defined as the gross revenues derived from the operation. This mess is of the Bremise as a parking facility (not including sales or other taxes collected comparking patrons) and shall be due to owner after deduction of "Cost of Operation". The term Bosin's shall also mean the parking and storage of vehicles at the Premises. The term Cost of operation" which shall be paid by Agent and reimbursed by owner shall include the following direct costs to operate the Premises and the Business: wages, payroll taxes units and supplies deephone, postage, insurance required to be provided by Agent herein packing tickets monthly stickers and seals, keyboards, and payments made by Agent in settlement of claims occurring during the hours the lot or lots are actually attended for loss and or damage indicovered by insurance hereunder (including costs for legal fees, any dediretibles, the cost of operations will be paid by agent if there is a net operating income. In there is a net operating loss the owner will reimburse agent on a monthly basis.

The owner will have the origin after 6 months to switch from a management fee to a fixed fee of \$\simeq \text{per attendant viii)} no penalty. This fixed fee will increase _____% per year beginning with the 12 anniversary of the commencement date.

- 4. No Janua Country. Nothing in this Agreement shall be construed as creating a partnership, joint venture or landlord/tenant relationship between Owner and Agent.
- 5. Rates and Hours of Operation. Agent agrees to operate and manage the Business according to a schedule approved by Owner which hours may be changed by Owner from time to time during the term of this Agreement.
- 6. <u>Duties of Agent</u>. The Premises shall be used by Agent only for the parking of motor vehicles and for no other purpose. During the term of this Agreement, Agent shall:
 - (a) maintain the highest standards in the operation of the Premises so that it shall be

operated in a fashion comparable to other parking facilities of similar type in the area.

- (b) Agent will recruit properly trained or to be trained personnel in order to render prompt, efficient and courteous service to the public at the Premises.
- (c) Cause all parking and directing persons employed by Agent, in or about the Premises to be neatly clothed in Agent's standard uniform.
- (d) Subject to the approval of Owner, and at owner's cost erect and maintain signs in such locations in or about the Premises as shall be necessary to identify Premises, Agent and operating hours for the Premises, except that Owner hereby approves of all signs which are required by law.
- (e) Maintain at Agent's principal accounting office, true and reasonably complete records and accounts of all Gross Income and Business transactions, including, daily bank deposits, all of which shall be available on reasonable notice during Agent's regular business hours for inspection and audit by Owner or its representative, and shall submit to Owner monthly operational and accounting reports. Agent shall retain such books and records, except for parking tickets, in its principal office currently located at 28 Fourth Street, Valley Stream, New York, 11581 for a minimum partial of two (2) years.

All reports to be prepared by Agent for Owner shall be sent to Owner not later than the thirtieth (30th) day after the preceding month for which said reports were prepared. Any payments required to be made by Owner to Agent shall be made not later than thirty (30) days after receipt of such reports by Owner.

- 7. Permits and Licenses. At Owner's request, Agent, on behalf of, and at the expense of Owner's shall for assist Owner to obtain, retain and renew all permits and licenses required by any public or quasi-public authority or agency as a condition to the use and operation of the Business as a public parking and storage facility for motor vehicles (except that it shall be Owner's responsibility to obtain and maintain the certificate of occupancy permitting such use) and Owner agrees to cooperate in the obtaining of any such permit or license.
- 8. <u>Compliance with Law</u>. Agent, on behalf of and at Owner's sole cost and expense shall comply with any bederal, State, or local laws governing the operation of parking facilities. Agent shall supply Owner with a copy of all notices which it receives from any public authority or agency concerning the Premises within a reasonable time of the receipt thereof by Agent.
- 9. Rules and Regulations. Agent shall comply with all rules and regulations of Owner as from time to time may be issued and shall use every reasonable precaution against fire, accident, injury to the persons and damage to property consistent with the operation of the Business.

- 10. Maintenance and Repair and Alterations. Owner shall take good care of the Premises and keep the same in good order and condition. During the term of this Agreement, Owner shall keep the Premises, including the floors of the Premises, clean neat and orderly and free from all grease, oil, ashes, dirt and other refuse or matter. Owner shall remove ice and snow. Agent shall make no alterations or additions to the Premises without the prior written consent of Owner. Notwithstanding the obligation of Owner to perform certain repairs, maintenance, and alterations to the Premises, Owner may request that Agent undertake such repairs to the Premises as Owner may wish to have performed, and, in the even that Agent shall agree to undertake them, such repairs shall be done at the Owner's transfer.
 - 11. Security. Owner shall be responsible for security at the Premises. Agent shall be responsible for the security of the Attendant booth during operating hours.
 - 12. Insurance. A. The Agent, its affiliates and subsultaties related to the segent, shall, at its own expense, purchase and keep in longe throughout the term of this Agreement the following minimum insurance coverages with such insurers as shall be acceptable to the Owner: (a) worker's compensation coverage as required by applicable state law, employer's liability and disability insurance coverage; (b) commercial general liability coverage written on an occurrence basis, including personal injury and bodily injury (including without limitation, death and occupational sickness and disease), contractual liability coverage insuring liabilities assumed by the Agent under this Agreement, broad form property damage habitity and products and completed operations coverage with a minimum combined single limit of \$1,000,000 on an occurrence basis; (c) commercial automobile liability covering all owned hired and non-owned vehicles of the Agent with a minimum combined single limit of \$1,000,000; (d) garagekeeper's legal liability with a minimum unit of \$1,000,000 e umbrella or excess liability providing coverage in excess of the liability patients required in b, c, and d above, with a minimum limit of The Agent's hability policies and all certificates of insurance relating thereto, shall state that such policies are primary insurance not contributing with, nor in excess of coverage that the Owner and any additional insureds may carry. Each such policy of certificate shall contain a provision that it is not subject to change or cancellation thus, thirty (30) days' prior written notice by certified mail shall have been given to the Qualet and each additional insured by the insurer. The provisions of this Article are not intended to, and shall not, relieve or excuse the Agent, its affiliates or subsidiaries related to the Agent, from any of its other obligations under this Agreement, including its obligation to hold the owner harmless in the manner and to the extent provided herein or provided by law.

Prior to any work being performed under this Agreement, and prior to any subsequent policy expiration, the Agent shall deliver to the Owner certificates of insurance evidencing that the coverages specified in this section are in effect. Such certificates shall show that the Owner is named as certificate holder in accordance with Owner's insurance requirements.

Owner and Agent agree that if either has any work performed at the Premises all contractors and subcontractors who are hired to perform such services shall provide Owner and Agent with certificate(s) of insurance naming Owner and Agent as additional insureds, with minimum limits of \$1,000,000, primary coverage, non-cancelable or unalterable without thirty (30) days written notice to the Owner and Agent, and containing a waiver of subrogation for the benefits of Owner and Agent.

- B. The cost of all insurance required to be provided by Acens hereunder for the operation of the Business on the Premises, the amounts of any deductibles, and the amounts of claims not covered by insurance shall be considered a Cost of Operation. Any increase in the cost of providing the insurance required hereunder will likewise be a Cost of Operation.
- C. Owner agrees to look to insurance proceeds obtained under insurance policies hereunder, recognizing that both Owner and agent are insured under the same policies, for the payments of claims, liabilities, damages and costs to detend. Owner and Agent agree that if either has any work performed at the Promises all-contractors and subcontractors who are hired to perform such services shall provide Agent with certificates of insurance naming Owner and Agent as additional insureds, with minimum limits of \$1,000,000.00, primary coverage, non-cancelable or unalterable without thirty (30) days notice to Owner and Agent, and containing a waiver of subtrogation for the benefit of Owner and Agent.
- 13. Capital Improvements Equipment. Should Owner direct Agent to purchase any equipment or materials in connection with any improvements or capital expenditures to be used in connection with the Business and Agent agrees to make such purchase on behalf of Owner, the costs thereof including subsequent maintenance costs and expenses, including but not limited to service contracts; shall not be considered a Cost of Operation but shall be paid by Gwner directly.
- 14. Patent and Erademants. Agent represents that it is the owner of, or fully authorized to use, any and all servicemants trade names and trademarks it uses in the operation of the Business (collectively "Frademarks").
 - 15. Employees and Service Standards. Subject to Owner's prior reasonable approval as provided heren, including the approval of all operating policies, procedures, parking rates, hours of operation and expenditures, Agent shall have full authority in the management of the Business within such constraints as may be imposed by governmental regulations and applicable collective bargaining agreements, shall have full power to discipline and discharge and to control the functions of all Agents, employees. All employees, including Agent's facility manager, shall be employees of Agent and shall be paid by Agent, which shall initiate and maintain all records respecting each employee. The wage rates, fringe benefits and other terms and conditions of employment of Agent's employees, except as otherwise stated in this Agreement, shall be the sole responsibility of Agent.

Owner agrees that it shall not employ, nor permit another to employ, for a period of one (1) year after the expiration of this Agreement, in any position relating to the Premises or business, any person employed by Agent at any time during the term of this Agreement.

16. <u>Termination</u>. (A) With penalty, Owner shall have the right to terminate this Agreement with penalty (except for any previously accrued sums owed by Owner to Agent) for any reason by giving Agent 30 days' written notice. It is agreed that in consideration of Agent's low or non-existent profit margin during the first lew years of this Agreement, Owner will upon exercising its right to terminate, shall pay to Agent prior to date of termination the sums listed in the following schedule. Should payment not be made to Agent prior to date of termination, termination date shall be extended to each successive month until payment is actually made.

The penalty for early termination of contract will be as follows:

After 12 months.....

13 months....

14 months

15 months.

16 months.....

17 months.....

18 months.

After 19 monthsno penalty

Upon the date fixed in such notice for termination and upon Agent's receipt of all sums of money due from Owner, this Agreement and all rights of the parties hereunder shall come to an end and expire with the same force and effect as if that date were the date originally set forth herein for the expiration of the term hereof.

In the event of termination of this Agreement, early or upon the date set forth herein, Agent shall be reinitive to all disbursements made by Agent in connection with its performance, at the request obswiner, of any services not included in duties of Agent, as described in section 6 for which Agent has not yet previously been paid, including any Management Fee which shall be computed by pro-rating the amounts determined under Paragraph 3 hereof, reflecting the portion of the Fiscal Year this Agreement is in effect prior to termination and since the later of the effective date of this Agreement and the end of the last complete Fiscal Year. This right to payment, which shall include, but not be limited to, pursuant to Paragraph 13, shall survive termination, early or otherwise, of this Agreement. Agent shall have the right to cancel this agreement by giving owner 30 days written notice.

17. Notices. All notices, requests, demands, payments or other communications required to

be given hereunder shall be in writing and shall be sufficiently given, if mailed, by certified mail, postage prepaid, return receipt requested, addressed to the other party at the following address or such other address as may be given hereafter in writing to the other party by notice as aforesaid:

Agent: 28 Fourth Street

Valley Stream, N.Y. 11581

Attn.: President

Owner:		



- 19. Indemnity. Notyatistanding an provision herein to the contrary, Agent, at Agent's expense, shall defend, indemnity and hold Owner harmless from and against any and all actions, costs, losses, expenses and/or damages sustained by Owner by reason of claims of third (3rd) parties or claims of Agent's own servants and/or employees and attributable to any default by Agent in the performance of its obligations under this Agreement. Any provision hereof to the courtary notwithstanding, Owner shall, as an expense of Owner, defend, indemnify and hold Agent harmless from and against any and all actions, costs, claims, losses, expenses and/or damages sustained by Agent by reason of claims of third (3rd) parties or claims of Gwner's own servants of employees which are attributable to any default by Owner in the performance of its obligations under this Agreement. The foregoing provisions shall not create a right of subrogation for the benefit of any insurer against either Agent (or its affiliates) of Owner, and casualty insurance shall specifically waive the right of recovery by such policy. The indemnity provisions of this Paragraph 19 shall not include any matter covered by insurance carried pursuant to the provisions of Paragraph 12 hereof.
- 20. <u>Headings</u>. The designated headings of this Agreement are for convenience of reference only, and in no way define, limit or describe the scope or intent of or in any way affect this Agreement.
- 21. Entire Agreement. This Agreement is the entire Agreement between the parties hereto and there are no agreements, promises, conditions, representations or covenants expressed or implied other than as expressly set forth herein.
- 22. Amendments. No subsequent alteration or amendment of this Agreement shall be

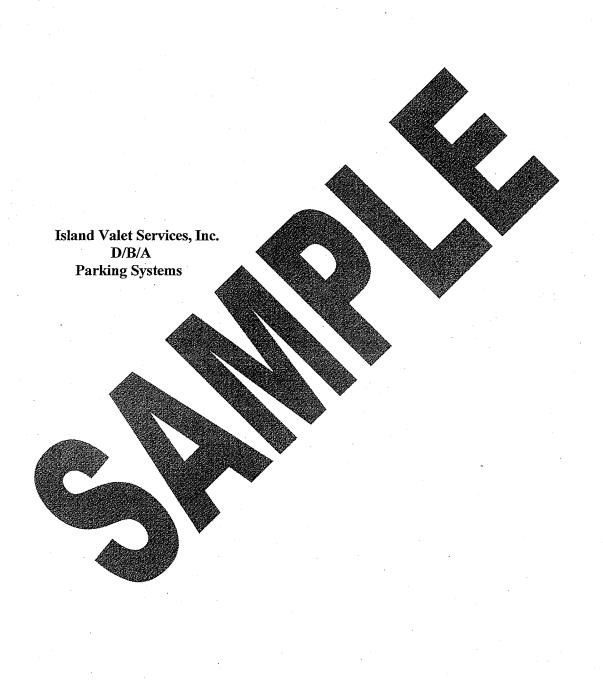
binding upon either party unless reduced to writing and signed by both parties.

- 23. <u>Jurisdiction</u>. All questions concerning the validity, construction and effect of this Agreement shall be determined according to the laws of the State of New York, and any cause of action shall be brought in a court of competent jurisdiction located in Nassau County, State of New York.
- 24. Covenants to Bind and Benefit Respective Parties. The covenants and agreements herein contained shall bind and inure to the benefit of agent and Owner, their respective successors and assigns, subject to the provisions hereabove with respect to assignment.
- 25. Gender. Masculine, feminine and neuter pronouns shall be substituted for one another as applicable and the plural and singular shall be substituted for one another as applicable, at such places herein in which the context may require.
- 26. <u>Drafting and Waiver of Jury.</u> This Agreement shall not be construed more or less favorably towards one party or another by virtue of the fact that such party or its counsel drafted all or a part of this Agreement. In any dispute, action or proceeding brought or arising under this Agreement, or related to the operation of the Premises, the parties mutually agree to waive trial by jury.
- 27. Waiver. No delay or failure by any party to exercise any right under this Agreement, and no partial or single exercise of any right under this Agreement, shall constitute a waiver of that right or any other right granted to such party herein. Any waiver to be enforceable must be in writing and signed by the party against whom such waiver is sought to be enforced.
- 26. Counterparts. This Agreement may be executed in two or more counter-parts, each of which shall the deemed to be an original and each of which shall have the same force and effect.
- 29. Individual Provisions. If any term or provision of this Agreement is determined to be invalid by a court or other ribunal of competent jurisdiction, the same shall not affect the validity and enforcement of the remaining terms and conditions of this Agreement.
- 30. <u>Legal Fees.</u> In the event of a default by either party under this Agreement and the non-defaulting party retains legal counsel to enforce its rights under this Agreement, the non-defaulting party shall, in addition to all other rights and remedies, have the right to recover from the party in default all reasonable costs and expenses incurred in enforcing its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees.
- 31. <u>Representation and Warranty</u>. Agent represents and warrants that it is a corporation in good standing with the State of New York and is qualified to transact business in the State of New York. Furthermore, all necessary corporate action has been taken and the undersigned representative of Agent has the authority to execute this Agreement on Agent's behalf. Owner

represents and warrants that it is in good standing with the State of New York. Furthermore, all necessary action has been taken and the undersigned representative of Owner has the authority to execute this Agreement on Owner's behalf.



Owners		MARIE LA	4-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	ent for
***		~		
By:	A			
Title: A	Agent for	Owner		
AGENT	•			
By:				
Ma	rk Baron			
Title: Pi	resident			



SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into a solution 19, 2013 (the
"Effective Date") by and between ISLAND VALET SERVICES, INC. DB/A PARKING
SYSTEMS, with its primary address at 28 Fourth Speci. Valley Stream, New York 19680
("Parking Systems"), and with its primary auditors at
WHEREAS, are engaged in residential dwellings and
for such purpose required valet service at its locations.
WHEREAS, Parking Systems provides valer services, is willing and able to render
such services as require.
NOW, THEREFORE in consideration of the foregoing and other good and valuable
consideration, the receipt and sufficiency of which are hereby acknowledged, the
parties agree to the following terms, conditions, and rates.
1. TERM
This Agreement will commence on the date hereof and shall remain in effect for year (the
"Initial Term") unless terminated in accordance with the terms of this agreement. Upon
explication of the lineal Term and any subsequent Renewal Term, as defined below, this
Agreement stratt automatically eenew for year period (the "Renewal Term"), unless
terminated with the temis of this Agreement.
INDEPENDENCE PRACTORS
The next ice acres that Parking Systems and its applications against and representatives and any
The parties agree that Parking Systems and its employees, agents, and representatives and any
other persons performing under this Agreement on behalf of Parking Systems are independent
contractors and are not employees of, and that Parking Systems is solely responsible for all amounts due and owing to all individuals performing
services for hereunder. Nothing in this Agreement shall be
services for hereunder. Nothing in this Agreement shall be deemed to constitute a partnership between the parties or to make
an agent of Parking Systems for any purpose. Parking
an agone of a arring dystolis for any partoso. Tarring

Systems shall have no authority to bind	or to contract in the
name of or create any liability for	. Parking Systems shall
perform the valet services hereunder as an independent contractor, control and direction of the persons engaged in such services. Park responsibility for the acts and/or omissions of such persons while the arising out of their performance of services.	and shall have exclusive king Systems assumes full
3. VALET SERVICES	
Parking Systems shall ensure that all of its employees, representation contact with customers are promaintain positive service attitudes, and meet acceptable appearant personnel.	sonal, non-confrontational,
Parking Systems will provide service twenty-four hour valet parking manager will be on duty 24-hours daily who shall supervise and man of attendants provided will be determined by Parking Systems, Parking Systems with the bits be	anage the valets. The number
attendants on a regular basis, and to minimize the jurilayer of its pe	rsome
hours that the Valet is on duty at the building by giving written not Systems.	
Parking Systems shall provide one or more additional Valets at pear occasions, as the shall require.	The additional Valets shall be
on duty within 24 hours following telephonic notice or written notice. Parking Systems	
	term. Parking Systems shall
provide during the term of this Agreement a sufficient number of parvalet services required by	arking attendants to perform
4. PAYMENT OF SERVICE, , or its entities, will pay Parking	Systems \$ per hour,
per attendant Attendants will be required to work a minimum of f will not be billed any overtime.	our hours per shift.
hour lunch breaks. There will be no deductions from Parking Syste All Parking Systems' employees must keep track of their time on a being billed for their time. For	ems' billing for lunch breaks. time clock, as a condition to
-	ng Systems' employees to use
Parking Systems shall at its own cost and expense furnish necessary the performance of its services under this agreement, including with	

tickets, reasonable signage and keyboard suitable for safe parking and directing of
vehicles. However, if requests special equipment or
substitutes that differ from the necessary equipment required, Parking Systems shall supply and
will pay Parking Systems an amount equal to the excess cos
incurred by Parking Systems, as evidenced by a receipted invoice issued by the party from who
Parking Systems purchased the substitute equipment.
Parking Systems will bill on a weekly basis, and will expect
payment within thirty (30) days of receipt of the final weekly bill. After 30 days, a 1.5% late fe
will be added to any outstanding balances.
will be used to any custaining buildiness.
5. INSURANCE COVERAGE
J. INSURANCE COVERAGE
Deuleine Crustome chall abtain and maintain and an interior
Parking Systems shall obtain and maintain workers' compensation disability, unemployment
insurance, and other insurance, as required by law for those of its employees performing service
under this agreement. Parking Systems shall obtain and maintain comprehensive general and
vehicular liability insurance for claims and damages because of bodily injury, and property
damage caused by or arising out of acts of course of a samployees. Upon request, Parking
Systems shall furnish with certificates of insurance within five
(5) days of its signing of this agreement, to evidence its compliance with the provisions hereof.
6. INDEMNIFICATION
a) Parking Systems further agrees to no differentless, indemnify, and defend
against any loss of damage, including reasonable attorney's fees, th
may be sustained by reason of the father of Parking Systems or its employee(s), agent(s) or
subcontractor(s) to comply with any federal, state, county, or local laws, ordinances, codes, and
regulations.
b) will indefinify, defend, and hold harmless Parking
Systems and its directors with ers, and employees, and agents from and against all
claims, actions, suus demands or damages imposed upon or incurred by Parking
systems rising and only any of the following:
difference of the following.
(i) failure to comply with applicable laws, regulations,
or orders;
or orders,
(ii) Any most
(ii) Any negligent actor omission or intentional misconduct on the part of
and its officers, employees, or agents;
(iii) Breach of any obligation of contained in this
Agreement;
(iv) Hazardous substances and all other pollutants and contaminants presented at or
released from the workplace that provided Parking Systems' employees;

(v) Personal injury and	commercial claims arising or sustained on the
	property not related or associated with the services performed
under this agreement.	

7. PARKING SYSTEMS' SERVICE FOR OTHERS

Nothing herein shall prevent Parking Systems from performing any valet service for any other person, firm, or company; nor shall this agreement limit Parking Systems from engaging independent companies to perform the services contemplated herein.

8. PARKING SYSTEMS' EMPLOYEES

	shall not directly	indirectly hire an	employee agent, or	
representative provided by Parkin	g Systems to perfor	in valet services du	ing the Term of this	
agreement or for a period of 180 of				
employee last performed services				S
employed by		in the above-menti		
		Parking Systems a f	of thirty percent	
(30%) of the employee's first year	r's salary with 🕢		·	

9. ASSIGNABILITY/COVERNING LAW

No assignment of this contract shall be made by either party without the consent in writing of the other. This agreement shall be governed by the laws of the State of New York.

The parties agree that in the event of any dispute hereinder, any action brought by either party to enforce any rights or remedies hereinder shall exclusively be brought in the state or federal courts located in New York County, New York, and each party waives any claim based upon forum non convenients.

10.NOTICES

All notices deficated and other communications required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been duly given and received, (i) if delivered by hand, the day it is so delivered against receipt, (ii) if mailed via the United States mail, certified first class mail, postage prepaid, return receipt requested, five business days after it is mailed, or more sent next day delivery by a nationally recognized overnight courier, the business day after it is sent, to the party to whom the same is so given or made, at the address of such party as set forth above (to the attention of such party's President), which address may be changed by notice to the other party herto duly given, as set forth herein.

11. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and there are no representations, warranties, covenants or obligations made by or among the parties except as set

forth in this agreement. This agreement supersedes all prior and contemporaneous agreements,
understandings, negotiations, and all discussions, written or oral, of the parties, relating to the
subject matter of this agreement. Parking Systems and
specifically acknowledge and agree that this agreement
Coverns and applies to the relationship between Parking Systems and
, and not to any other relationship between
and any other division, company, business unit, subsidiary o
affiliate of Parking Systems.
THE STATE OF THE PROPERTY OF T
IN WITNESS WHEREOF, the parties have duly executed this agreement this
Nineteenth (19th) day of March 2013.
ICLAND VELET CEDVICES INC
ISLAND VELET SERVICES, INC
D/B/A PARKING SYSTEMS
FARRING SISTEMS
By:
Dy.
Title:



Welcome to Parking Systems!

Dear Employee:

You and Parking Systems have made an important decision: The Company has decided you can contribute to our success, and you've decided that Parking Systems is the organization that can help you pursue your personal endeavors.

We believe we've each made the right decision. The minute you start working here, you become an integral part of Parking Systems and its future. Every job in our company is important, and you will play a key role in the continued growth of our company.

As you will quickly discover, our success is based on delivering high quality customer service. How do we do it? We do it by treating each other and our customers with respect.

Should you have any questions concerning this handbook or your employment, please feel free to discuss them with your supervisor or manager.

Again, welcome!

Parking Systems; a full service parking company aimed at providing prompt and quality service to all its customers in a safe manner.

Anti Discrimination & Harassment

Americans with Disabilities Act

It is Parking Systems' policy that we will not discriminate against qualified individuals with disabilities with regard to any aspect of their employment. Parking Systems is committed to complying with the American with Disabilities Act of 1990 and its related Section 504 of the Rehabilitation Act of 1973. Parking Systems recognizes that some individuals with disabilities may require accommodations at work. If you are currently disabled or become disabled during your employment, you should contact your manager to discuss reasonable accommodations that may enable you to perform the essential functions of your job.

Equal Opportunity Policy

Parking Systems provides equal opportunity in all of our employment practices to all qualified employees and applicants without regard to race, color, religion, gender, national origin, age, disability, marital status, military status or any other category protected by federal, state and local laws. This policy applies to all aspects of the employment relationship, including recruitment, hiring, compensation, promotion, transfer, disciplinary action, layoff, return from layoff, training and social, and recreational programs. All such employment decisions will be made without unlawfully discriminating on any prohibited basis.

Policy Prohibiting Harassment and Discrimination

Parking Systems strives to maintain an environment free from discrimination and harassment, where employees treat each other with respect, dignity and courtesy.

This policy applies to all phases of employment, including but not limited to recruiting, testing, hiring, promoting, demoting, transferring, laying off, terminating, paying, granting benefits and training.

Prohibited Behavior

Parking Systems does not and will not tolerate any type of harassment of our employees, applicants for employment, or our customers. Discriminatory conduct or conduct characterized as harassment as defined below is prohibited.

The term harassment includes, but is not limited to, slurs, jokes, and other verbal or physical conduct relating to a person's gender, ethnicity, race, color, creed, religion, sexual orientation, national origin,

age, disability, marital status, military status or any other protected classification that unreasonably interferes with a person's work performance or creates an intimidating, hostile work environment.

Sexually harassing behavior in particular includes unwelcome conduct such as: sexual advances, requests for sexual favors, offensive touching, or other verbal or physical conduct of a sexual nature. Such conduct may constitute sexual harassment when it:

- Is made an explicit or implicit condition of employment
- Is used as the basis for employment decisions
- Unreasonably interferes with an individual's work performance, or
- Creates an intimidating, hostile or offensive working environment

The types of conduct covered by this policy include: demands or subtle pressure for sexual favors accompanied by a promise of favorable job treatment or a threat concerning employment.

Specifically, it includes sexual behavior such as:

- Repeated sexual flirtations, advances or propositions
- Continued and repeated verbal abuse of a sexual nature,
- Sexually related comments and joking, graphic or
- Degrading comments about an employee's appearance
- Displaying sexually suggestive objects or pictures
- Including cartoons and vulgar email messages, and
- Any uninvited physical contact or touching, such as patting, pinching or repeated brushing against another's body

Such conduct may constitute sexual harassment regardless of whether the conduct is between members of management, between management and staff employees, between staff employees, or directed at employees by non-employees conducting business with the Company, regardless of gender or sexual orientation.

Harassment by Non-employees

Parking Systems will also endeavor to protect employees, to the extent possible, from reported harassment by non-employees in the workplace, including customers.

Complaint Procedure and Investigation

Any employee who wishes to report a possible incident of sexual harassment or other unlawful harassment or discrimination should promptly report the matter to your supervisor.

Parking Systems will conduct a prompt investigation as confidentially as possible under the circumstances. Employees who raise concerns and make reports in good faith can do so without fear of reprisal; at the same time employees have an obligation to cooperate Parking Systems in enforcing this policy and investigating and remedying complaints.

Any employee who becomes aware of possible sexual harassment or other illegal discrimination against others should promptly advise Michael Petruzzelli or any other appropriate member of management.

Anyone found to have engaged in such wrongful behavior will be subject to appropriate discipline, which may include termination.

Retaliation

Any employee who files a complaint of sexual harassment or other discrimination in good faith will not be adversely affected in terms and conditions of employment and will not be retaliated against or discharged because of the complaint.

In addition, we will not tolerate retaliation against any employee who, in good faith, cooperates in the investigation of a complaint. Anyone who engages in such retaliatory behavior will be subject to appropriate discipline, up to and including termination.

Employment at Will

Unless expressly proscribed by statute or contract, your employment is "at will." All Parking Systems employees are at will, which means they may be terminated at any time and for any reason, with or without advance notice. Employees are also free to quit at any time. Any employment relationship other than at will must be set out in writing and signed by Parking Systems executives.

Qualifications

Approved Drivers:

Parking Systems only employs parking professionals that meet the approved driver criteria described below:

- Must at a minimum, be eighteen years of age
- Must possess a valid state drivers license, not expired or suspended and with no pending Failures to Appear (FTA)
- Cannot have a major* or capitol** violation on their driving record, with no more than one at
 fault accidents of any type in the last three years, and no more than two moving violations in
 the last three years
- Must have dependable transportation to get to and from work
- Must have a clean-cut appearance
- Must have good customer services skills

*Includes driving while under the influence of drugs or alcohol, reckless driving resulting in bodily injury or property damage, or negligent homicide.

**Includes driving after a driver's license has been suspended, murder or assault with a motor vehicle, theft of a motor vehicle, hit and run, operating a vehicle after the registration has been revoked, or using a false or fictitious driver's license or registration plates.

The safety of company employees, the public, our customers and the protection of their property are an important concern. All vehicles shall be operated in a safe manner and in compliance with all pertinent state and federal laws.

Motor Vehicle Reports:

The company reserves the right to request motor vehicle reports (MVRs) on any employment applicants, as well as current employees with driving responsibilities. MVRs will also be obtained annually for all company staff with driving responsibilities.

Drivers License:

Drivers are required to carry their current driver's license when driving vehicles. Employees must immediately notify the location manager if any changes in the status of their license, including any atfault accidents or moving violations.

Driving Test:

The company reserves the right to conduct a driving test of any prospective or employed driver at any time

Revocation of Driving Responsibility:

Employees observed demonstrating carelessness or unjustifiable disregard for safe operation of a motor vehicle are excluded from driving responsibilities and may face suspension or termination from employment. If an employee with driving responsibilities receives citations for moving violations or DUI infractions, he/she may have their driving responsibilities suspended and may also be terminated from employment.

Company Responsibility:

The company will provide all drivers with a safety-training program that includes a competency evaluation. The safety orientation program includes:

- Providing each driver with a copy of the Parking Systems Handbook
- Parking competency exam, taken quarterly

SAFETY

Become familiar with you facility:

- Are there any low clearance areas?
- Learn where tight corners requiring special attention may exist
- Check for blind spots
- Locate pedestrian crossing areas
- Are there spots designated to "exotic" vehicles

As you approach a vehicle that you will drive, be observant:

- Take a walk around the vehicle. What is the overall condition of the vehicle? Note any damages
 on the valet ticket or anything that might affect the driving of it. (Dents, scratches, low tires,
 etc.)
- Direct all "exotic" vehicles to a self-park spot
- If you are not familiar with the operation of the vehicle (hybrid, keyless ignition, etc.) ask you
 manager

Entering a vehicle:

- Do not enter the customer's vehicle until you are certain all passengers have exited the vehicle
- If you are not familiar with the operation of the vehicle (hybrid, keyless ignition, etc.) ask you
 manager
- Always close the door(s) of vehicle prior to driving. Do not have the door ajar even if you are just moving the vehicle a few feet
- Always fasten your seatbelt
- Check your visibility forwards, backwards, and on the sides
- Check for handicapped equipment (additional pedals, controls, or steering needs). Inform your supervisor of such equipment and let them drive it. Or, if you feel it is too dangerous to drive, allow the driver to park right next to a door where they can enter the facility
- Seats and mirrors may be adjusted if needed only to operate the vehicle safely; always move these items back to their original position when returning the vehicle to the customer
- Radios must be turned off or down
- DO NOT touch any other items in the vehicle
- If you observe anything unusual note it on the ticket and bring it to the supervisor's attention
- Do not rummage though the glove compartment or any other parts of the vehicle

Starting the engine:

- Identify the correct key(s) and slip it into the ignition; keys should always slide smoothly into the ignition. If it doesn't easily go in, <u>DO NOT</u> force it!
- Start the engine without use of the gas pedal

- If the vehicle has a manual transmission, make sure the emergency brake is on and the vehicle is in neutral when starting (you must also press the clutch in while starting the vehicle)
- Most manual transmission vehicles have a knob or button to depress in order to put it into gear (take note of this prior to starting the engine)
- Before placing the vehicle in gear check your surroundings for other vehicles, pedestrians, etc.,
 as it is not uncommon for a manual transmission vehicle to 'jump' forward/backwards if you let go off of the clutch accidentally
- Make sure the engine idle speed (check tachometer) has lowered to a normal idling speed (note this especially in cold weather).
- Never force the shifter if it does not move smoothly
- Always contact your supervisor with any problems or if you do not feel safe moving such vehicles

Driving vehicles:

- Drive ALL vehicles the way you would expect a stranger to drive your car!
- Cell phones are prohibited when driving vehicles (and are not permitted to be used while working!). It is against the law to use a cell phone while driving and this infraction will result in disciplinary action
- Most damage occurs while backing up. Be aware of your surrounding before putting the car in reverse
- If the vehicle has a low ground clearance, take note and take any dips in the road very slowly, and at a greater angle if possible
- You must obey all stop signs and other traffic signs, even if it is in a parking lot.
- Always use your turn signal, even on facility grounds, and especially when turning into a parking space
- Maintain a safe distance between all vehicles and structures within the facility
- Always drive defensively; assume other vehicles or pedestrians could pull out in front of you at anytime and without warning
- Think ahead to plan your route, turns, etc

Speed:

- Excessive speed greatly increases the risk of accidents; speeding through parking areas only saves a few seconds and is not worth the potential risk of accidents
- When driving, a safe maximum speed in all lots is 10 mph, and 5mph in garages
- When crossing intersections, never go more than 5mph.

Pedestrians:

- We must drive with an extremely high level of care in areas where pedestrians are present
- Pedestrians ALWAYS have the right-of-way, and when you are near them you should simply stop the vehicle and wait for them to get out of the way
- Always stop at pedestrian crossings and never pass one first when a pedestrian and you come to the crossing at the same time
- Know the areas that pedestrians use at your facility (valet drive, crosswalks, doors and entrances to the facility, etc.)
- Always look around the vehicle before proceeding and attempt to make eye contact with pedestrians to confirm that they see you; utilize the horn if needed to get their attention
- Always maintain a 5 foot distance between any pedestrian and the vehicle
- When approaching a pedestrian, from any distance tap the horn before you get near them so they are aware of your presence

Parking:

- When preparing to turn into a parking space plan ahead and set up your approach well before you reach the space. By setting up your approach you will utilize the most area possible to make your turn and allow you to enter the parking space with the best visibility and the least angle.
- Always use your turn signal when pulling into and out of a parking space.
- When approaching a parking space on a tight angle making you have to re-angle the vehicle, reset up your approach carefully and observe your surroundings for pedestrians, etc.
- A slow speed is critical when approaching parking spaces, as you may have to stop unexpectedly, or re-approach the parking space.
- When parking manual transmission vehicles, leave the car in gear and set the parking brake.
- When maneuvering a vehicle into a parking space, maintain a 1 foot cushion between other vehicles and obstructions.
- Once you have parked the vehicle, make sure all windows and doors are closed, lights are off, and you have the keys in hand before you lock the doors
- Do not solely rely on vehicle cameras or sensors when parking vehicles; use your mirrors and common sense to look around to ensure there are no obstructions.
- If you are not sure if you have sufficient room, get out and look, or ask your manager to help guide you in.
- When exiting the vehicle make sure all doors, sunroofs, windows, trunk, etc. are locked. If something on a vehicle cannot be locked, notify your supervisor immediately; leaving anything unlocked may result in theft, leaving YOU responsible for such an incident



Mechanical problems:

- Mechanical problems should always be noted on the ticket and inform your supervisor, even if
 the problem does not prevent you from parking the car. These might include hard starting,
 unusual noises or squeaking.
- Do not move a vehicle with a tire(s) that is flat or almost flat; you may damage the wheel or rim, leaving YOU responsible for any damages. If a tire goes flat while you are driving, pull over to a safe area immediately, put the hazards on, and notify your supervisor.
- Do not attempt to repair or service a vehicle.
- We do not authorize repairs to any vehicles; the owner is responsible for approving any repairs to assure they are done professionally and correctly.

Returning a vehicle:

- When retrieving a vehicle, look for any notes on the ticket noted mechanical issue or damages
- Always place the car in park when returning it to a customer

Locations with Lifts:

Please note: No employee in any circumstance may operate a lift, until they have received and passed the on-site lift training program dedicated to your specific location, provided by Parking Systems.

Entering a Lift:

- All vehicles must be lined up straight before attempting to pull onto the lift
- Line up the lift with the side view mirrors of the vehicle and proceed slowly
- Once the vehicle is in proper loading position on the lift, the vehicle is raised and **SAFETY LATCH** is engaged. The vehicle is then slightly lowered into the locking position
- Under no circumstance can a vehicle be left on a lift, without being in a LOCK position
- If the lock is not working, the vehicle must be brought down and the maintenance staff must be called immediately to evaluate and repair the lifts operation
- Inoperable lifts must be caution taped off until the maintenance staff evaluates and repairs the issue to ensure safety of the lift

Retrieving Vehicles from a Lift:

- Upon retrieving a car, the space below the lift MUST BE CLEARED
- In order to lower a vehicle, you must first raise the lift to release the lock. Once the lock is released, the lift and vehicle can be safely lowered

Incident Report:

If an incident (loss, damage, or injury) occurs, report it immediately to your manager. If you have any additional information about an incident please call our claims department at (516) 825-4313. If we find out that you were aware of an incident and it was not reported to us, it may be grounds for suspension or termination.

Conduct

Parking Systems expects every employee to adhere to the highest standards of job performance and of personal conduct, including individual involvement with company personnel and outside business contacts.

The Company reserves the right to discipline or discharge any employee for violating any company policy, practice or rule of conduct. The following list is intended to give you notice of our expectations and standards. However, it does not include every type of unacceptable behavior that can or will result in disciplinary action. Be aware that Parking Systems retains the discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case.

- Always greet customers with a SMILE and a "good morning" or "good evening"
- Always be standing when customers are arriving, departing or near
- No horseplay
- No Joyriding
- Keep your workstation clean
- Cell phone use is prohibited, unless for an emergency
- No profanity
- No drugs or alcohol
- Open doors for all passengers
- The way you act does not only reflect on you as a person, but also on PARKING SYSTEMS
- Smoking is prohibited in front of our customer's and inside of their vehicles
- Keyboard must be locked at all times
- Never leave the keyboard unattended

Employees may be disciplined or terminated for poor job performance, including, but not limited to the following:

- Unsatisfactory quality or quantity of work
- Repeated unexcused absences or lateness
- Failing to follow instructions or company procedures
- Failing to follow established safety regulations

Employees may also be disciplined or terminated for misconduct, including, but not limited to the following:

- Falsifying an employment application or any other company records or documents
- Failing to record working time accurately or recording a co-worker's timesheet
- Insubordination or other refusal to perform
- Using vulgar, profane or obscene language, including any communication or action that violates our policy against harassment and other unlawful forms of discrimination
- Disorderly conduct, fighting or other acts of violence
- Misusing, destroying or stealing company property or another person's property
- Possessing, entering with or using weapons on company property
- Possessing, selling, using or reporting to work with alcohol, controlled substances or illegal drugs
 Present in the employee's system, on company property or on company time
- Violating conflict of interest rules
- Disclosing or using confidential or proprietary information without authorization, and
- Being convicted of a crime that indicates unfitness for a job or presents a threat to the Company
 or its employees in any way
- Failure to report a claim
- · Failure to safely secure the keyboard
- Failure to wear the standard company issued uniform

Uniform:

The standard uniform, unless told otherwise, are solid black pants, Parking Systems dress shirt, and black shoes. Shirts are required to be neatly tucked in at all times. If a location requires a bowtie, it must be worn at all times. The company dress shirt requires a \$10 deposit. Hats, sweaters, jackets and vests can all be provided, based on each specific location.

Compensation

Employees shall never solicit a gratuity from any customers. Employees may, however, accept a gratuity in a courteous manner when tendered. All gratuities are pooled. Intentional withholding of tips will qualify for immediate termination.

I have read, understand and agree to abide by the principles outlin	ed in the Training	and Safety	Manual.

Signature		
-		
Date		

Professional Profile:

Results oriented **Senior Executive** with a successful track record. Recognized for exceptional problem solving, leadership, organizational and communicative skills as well as the ability to multi-task, negotiate, develop and motivate employees.

Core Competencies:

- Business Development
- Strategic Vision/Mission Planning
- Team Building and Leadership
- Contract Negotiating

- Operations/Project Management
- Troubleshooting/Problem Resolution
- Budgeting/Financial Analysis
- Client, Customer Retention
- Sales and Marketing

Professional Experience:

PARK PLUS CONSULTING, INC. New York, NY

2007-Present

President

Established private consulting business subsequent to achieving 32 successful years in the parking industry providing economic analysis, operational/traffic studies and functional design to parking operators, real estate developers, municipalities and equipment manufacturers globally.

CENTRAL PARKING CORPORATION (CPC), Nashville, TN

1998-2005

Earned the following 4 promotions in 6 years.

Due to results achieved under my leadership in Boston, CPC reorganized Northeast/Mid-Atlantic region promoting me to SVP. Held accountability for 8 states, 962 locations, annual revenues in excess of 700 million, 5,000 employees.

Senior Vice President / Officer		New York, NY	2003-2005
Regional Manager	_	Boston, MA	2001-2003
District Manager			2000-2001
General Manager			1998-2000

Key New York Accomplishments:

- Exceeded 2004 budgeted operating profits by \$4.7 million while reducing controllable operating expenses 2.7%.
- Increased company lot revenues 4.6% over previous year's actuals, achieving a 5.6% rise in transient income.
- Restructured, eliminated numerous unprofitable locations through creative negotiations with landlords and industry competitors
- Re-organized, achieved greater productivity from senior staff members.
- Restored, strengthened client/landlord relationships instilling my philosophy of immediate response to inquiries and displaying a "greater sense of urgency."

Key Boston Accomplishments:

- Achieved increase in location market share 33% in first 12 months with continued annual growth.
- Increased revenues by \$9.6 million by end of second year, increasing profits by \$3.4 million.
- Marketed, developed, organized diverse portfolio of parking venues for airports, hospitals, hotels, municipalities, commuter/transit rail systems, residential, commercial and mixed-use properties.

Maintained client retention rate of 100% in highly competitive market.

Coordinated, executed 11 construction management projects from functional design, to planning, schedule. Maintained communications with clients, subcontractors, engineers, architects, community boards.

Awards:

- Most Improved City Award (Boston) 1999
- Marketer of the Year Award (Boston) 2000
- President's Award (Overall Achievement) 2001

KINNEY SYSTEM INC., New York, NY

1989-1998

Vice President of Operations/Corporate Operations Manager

Was aggressively recruited to oversee operations and business development for Northeast region, i.e., Massachusetts, Connecticut, Pennsylvania and Washington, D.C.

• Directed day-to-day operations of 45 Manhattan facilities, i.e., hotels, residential and commercial properties.

Developed, maintained relationships with major account clients.

- · Oversaw clients' accounts for statement accuracy, P&L results, budget performance, and audit.
- Coordinated selection and installation of traffic/revenue control systems, i.e., hardware, software, system planning, testing and procuring maintenance agreements.

MEYERS PARKING SYSTEM, New York, NY

1984-1988

Director of Parking Contracts and Administration

Provided operational support/business development to regional cities.

- Developed, maintained relationships with major account executives and acted as liaison between the company and its clients.
- Oversaw management contracts for compliance, reviewed RFP's/RFQ's.

GARAGE MANAGEMENT CORPORATION, New York, NY

1976-1984

Director of Operations

1980-1984

Joined this small family-owned growth oriented company with a track record of advancement. During my employment it grew from 8 locations to 57.

 Oversaw mergers/acquisitions, managed business development, recruiting, training, financial analysis and physical plant.

Education:

Sullivan County Community College A.A.S.

School of Hotel and Restaurant Management

Instituto Profesionale Alberghero Di Stato

Culinary Institute of America

Loch Sheldrake, N.Y.

Palermo, Sicily

Hyde Park, N.Y.

MAINTENANCE SERVICE AGREEMENT

Agreement made this	day of _	, 2002 by and between PARK PLUS INC. (the "Company") and		
		(the "Customer") for the provision of maintenance and service by the Company		
to the Customer's parking lift equipment (the "Equipment") on the terms and conditions as hereinafter set forth in				
this agreement.				

1. <u>Provision of Service</u>. During the term of this Maintenance Service Agreement ("MSA"), the Company warrants and agrees to service and maintain all the Equipment at the locations hereinafter set forth on Schedule A and more particularly described therein in accordance with the terms and conditions set forth herein.

2. Maintenance, Service and Repairs.

- 2.1 Provided the Customer is not in default hereunder, the Company will perform the following maintenance, service and repair to the Equipment: perform routine quarterly on-site inspections of the Equipment, including (i) examine all components to the Equipment, including electrical, mechanical and hydraulic, to determine if repairs are needed, (ii) make minor adjustments to the Equipment that can be performed by a technician using a traveling tool kit. (iii) schedule further repair and service if necessary, (iv) replace parts if required. To the extent that the work cannot be performed on site with available tools, the Company shall schedule a mutually convenient date to perform the work. At the request of the Customer, the Company will provide a written report on the condition of the Equipment within a reasonable period of time after each quarterly inspection. The quarterly inspection shall include examination of power packs (including control panels, electric motors and hydraulic pumps), safety devices (including release mechanisms), electrical components (including transformers, relays, micro switches, fuses and motor starters), structural components (platforms, legs, seismic braces and other support components), cylinders (and associated hydraulic pipes, hoses, valves, and fluids), roller guides (including rollers, sheaves, bushings and bearings), and any other associated nuts, bolts and fittings. All moving parts, including bearings, will be checked for adequate lubrication and power packs (including valves, fittings and hoses) will be checked for proper operation and hydraulic oil topped up with recommended fluid where necessary. Maintenance service shall not include any work resulting from the installation of the Equipment or maintenance of the electricity power supply.
- 2.2 In the event the Company receives a request for service or repair from a Customer, other than the quarterly inspections set forth in paragraph 2.1, the Company shall perform any such service or repair necessary to maintain the safe and proper functioning of the Equipment within the expected life of the components thereto.
- 3. Service and Response. The Company shall provide Emergency and Standard Service (as defined below) twenty four (24) hours per day, three hundred and sixty-five (365) days per year. The Company warrants that it will use commercially reasonable efforts to repair the Equipment within seventy-two (72) hours of receipt of a request for service, provided that demand has not been generated by a common disaster or natural occurrence which may result in an unusually large number of service requests at or around the same time period. The Company will use commercially reasonable efforts to provide Emergency Service within four (4) hours of receipt of a request for such service by the Company's service department personnel. Emergency Service is defined as service required to address a dangerous situation involving the Equipment or a situation in which the Customer is prevented from accessing or returning a parking customer's vehicle by reason of the malfunctioning of the Equipment. Standard Service is defined as all other circumstances that require attention to the Equipment ("Standard Service"). The Customer may request that any Service be performed during off-peak hours, i.e. nights or weekends (so as not to interfere with the operation of the Customer's business during business hours). In the event the Customer requests that such work be performed during off-peak hours, the Customer shall pay the Company, in addition to the charges set forth on Schedule A, the Company's direct out-ofpocket labor expense associated with the overtime charges for the labor component of this repair. The Company does not represent that it will provide service within the time periods provided herein, but that it will make commercially reasonable efforts to respond within such time periods.
- 4. Exclusions. The Company is not responsible for service, maintenance or repairs resulting from vandalism, arson,

accident, Customer negligence, or damage or destruction occasioned by weather or acts of nature, unauthorized relocation, tampering with, modification, repair or servicing to the Equipment by persons other than employees or representatives of the Company. In addition the Company is not responsible to maintain Equipment which has outlived its useful life. In the event service to the Equipment is required by reason of any of the exclusions above, the Company may elect to perform such service provided that the Customer and the Company agree upon consideration for said work prior to the performance thereof.

- 5. Term. This agreement shall commence on [DATE] ("Commencement Date") and continue thereafter for a period of ______ years, to expire on [date]. The agreement shall be automatically extended for successive three month periods unless no less than sixty days from the date of expiration of the term, either party shall notify the other that it elects to terminate the MSA at the expiration of said term.
- 6. <u>Manpower and Materials</u>. The Company shall be responsible for providing adequate technicians to perform its obligations hereunder under customary and usual circumstances. The Company shall carry a comprehensive inventory of spare parts, components, supplies and tools and service and repair equipment necessary for meeting the service and maintenance standards required in this MSA. Replacement parts that are no longer available will be substituted with comparable parts where necessary and to the extent available. The Customer will allow the Company to decommission, strip and remove any component of said Equipment, without charge to the Company, to enable the Company to procure such components.
- 7. <u>Disclaimer of Liability</u>. Notwithstanding anything herein to the contrary, except to the extent caused by any intentional act, omission or gross negligence of the Company, the Company shall not be held responsible or liable for any loss, damage, or delay caused by reason of any delay in performance of either Emergency or Standard Service, nor shall the Company be responsible for any such failure due to any force majeur, including, without limitation, fire, flood, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control. The Customer's sole remedy herein shall be to terminate this Agreement, as provided elsewhere herein or to recover any payments for service charges made by Customer for the period in which Customer claims said services were not provided. In no event shall the Company's liability to Customer exceed the amount of the payments that the Company has received hereunder from Customer.
- 8. <u>Insurance</u>. During the Term of this agreement, the Company shall keep in force for the benefit of the Customer commercial general liability insurance, written on an occurrence basis with a limit of \$2,000,000.00 per occurrence.

9. Default.

9.1 The Company shall have the right to terminate this Agreement if the Customer should fail to make any payments required to be made hereunder within the time set forth in the Agreement, and such default shall not have been corrected by the Customer within seven (7) days after mailing of a written notice from the Company describing (with reference to the date and number of the relevant invoices) the nature of the default. If the Customer should fail to cure the default within the said seven (7) day period, then the Company may terminate this Agreement, and all rights of the parties by giving not less than three (3) days prior written notice thereof to the Customer; and on the date fixed in such notice for termination, this Agreement shall come to an end and expire with the same force and effect as if that dater were the date originally set forth herein for the expiration of the term hereof. In the event that the Customer disputes any portion of any invoice, the Customer shall be required to pay the undisputed portion of such invoice within the time period(s) required by this Agreement. If the parties cannot amicably resolve the disputed portion of any invoice, the dispute shall be resolved by arbitration before the American Arbitration Association ("AAA") sitting in the City, County and State of New York in accordance with the Commercial Rules then in effect before a panel of three arbitrators, if the amount in dispute equals or exceeds \$100,000 and one arbitrator if the amount in dispute is less than \$100,000. The AAA in accordance with its rules and regulations shall propose the arbitrator or arbitrators, as applicable. Either party may move to enforce the award in any court of competent jurisdiction Notwithstanding the above, the arbitrators shall have no right to disregard the terms of this MSA with respect to damages or liability and shall be absolutely bound by the terms therein. The prevailing party in said arbitration shall be entitled to recover the costs of said arbitration and any ancillary litigation,

including attorneys fees, from the other party and the arbitrators shall have the authority to add such costs to their award. To the extent necessary to maintain its rights hereunder, either party may seek interim judicial relief pending the hearing and determination of the arbitrator or arbitrators.

- 9.2 The Customer shall have the right to terminate this Agreement if the Company should be in default in the performance of any of its obligations under this Agreement, and such default shall not have been cured within fifteen (15) days after written notice from the Customer to the Company setting forth, in detail, the nature of the default, or, if the default is of a nature that it cannot be cured within said seven days, the Company has not proceeded to take steps to cure said default within said cure period and proceeded thereafter, with reasonable diligence, to cure said default with diligence and without delay. Default in performance shall constitute (i) material failure to comply with any of the time periods set forth in Paragraph 3 herein, (ii) any intentional acts or acts of gross negligence which in the reasonable opinion of the Customer cause or is likely to cause a dangerous condition, or (iii) failure to repair the Equipment in accordance with reasonable commercial standards. If the Company should fail to cure the default within the said cure period as may be extended herein, then the Customer may terminate this Agreement by giving not less than ten (10) days' prior written notice thereof to the Company, and on the date fixed in such notice for termination, this Agreement shall come to an end and expire with the same force and effect as if that date were the date originally set forth herein for the expiration of the term hereof.
- 10. <u>Consideration</u>. Customer shall pay to the Company the consideration set forth on Schedule A annexed hereto, payable quarterly in advance. The initial payment shall be delivered to the Company along with executed copies of this MSA. In the event Customer shall remove any of the locations from Schedule A, the consideration shall be reduced proportionately based upon the reduction in the number of lifts subject to service. The reduction in the consideration shall be effective as of the first day of the quarter following the date of the removal of the Equipment from Schedule A. The removal of the Equipment from Schedule A shall not be effective unless and until a written amendment to Schedule A has been executed by both the Company and Customer. In the event that Equipment shall be added to Schedule A for service, the consideration paid hereunder shall be adjusted in the same manner and shall be prorated from the date the Equipment is added to Schedule A, as evidenced by a writing signed by both the Customer and the Company.
- 11. <u>Notices</u>. All notices, requests, demands, payments or other communication required or permitted to be given hereunder shall be in writing and shall be sufficiently given, if delivered by nationally recognized, air courier service or mailed, by certified or registered mail, return receipt requested, addressed to the other party at the following address or such other address as may be given hereinafter in writing by notice as provided herein:

If to Company:	Park Plus, Inc.
	1425 Broad Street
	Clifton, NJ 07013
	Attention: Henry Wilkinson, President
If to Customer:	· · · · · · · · · · · · · · · · · · ·

12. Miscellaneous.

- 12.1 The designated headings are for the convenience of reference only and in no way describe the scope or intent of the parties hereto.
- 12.2 This Agreement represents (i) the entire agreement between the parties hereto, (ii) there are no agreements, promises, conditions, representation or covenants expressed or implied other than as expressly set forth herein, (iii) any other agreements, representation or warranties, oral or written, are merged herein, (iv) no alteration or amendment to this Agreement, including a modification to Schedule A hereto shall be binding upon either party unless said modification is in writing, executed by both parties hereto, (v) the terms herein shall bind and inure to the benefit of the Company, the Customer and their respective successors and assigns.

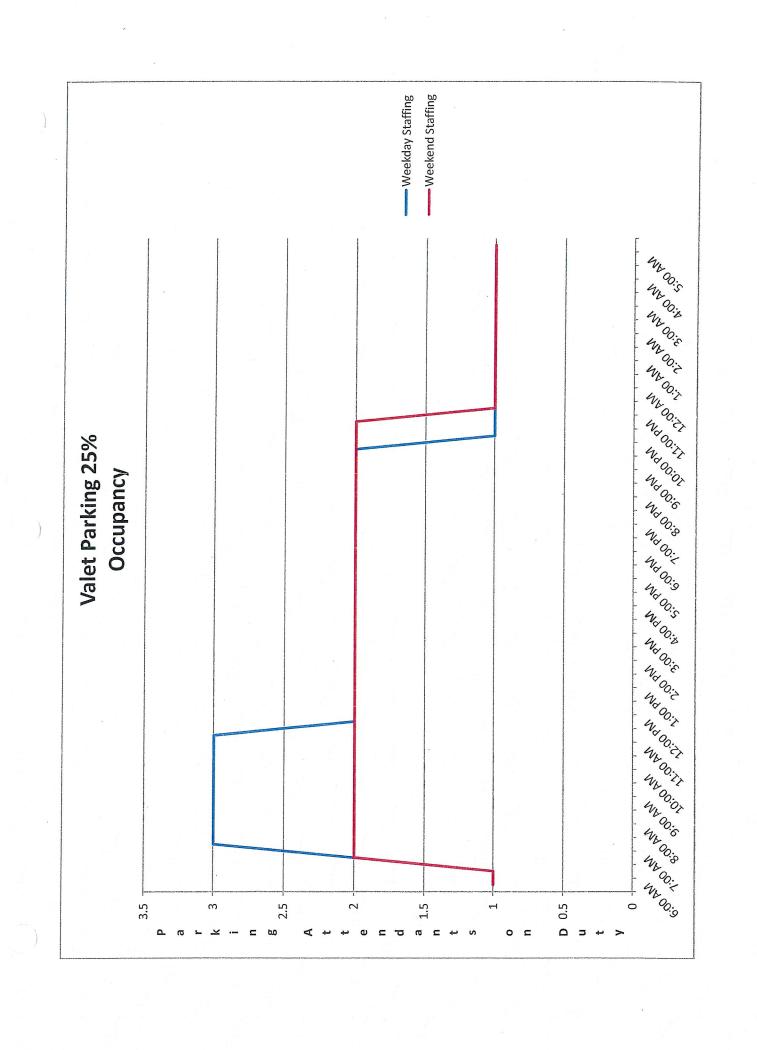
- 12.3 The validity, construction and effect of this MSA shall be governed by the laws of the State of New York and any action or proceeding pertaining to or arising from the MSA, including the enforcement of any arbitration award, as provided in paragraph 10 herein, shall be brought within the federal or state courts sitting within the County and State of New York. The parties hereto represent and warrant that jurisdiction and venue are properly laid within the County of New York.
- [12.3 -alternative if in NJ or outside NY: "...shall be brought within the federal or state courts sitting within the County of Essex and State of New Jersey, as the parties hereto acknowledge that the principal offices of the Company are located within the Township of Bloomfield, Essex Count, New Jersey.]
 - 12.3 This MSA shall be construed without regard to the party that may have initially drafted it.
- 12.4 Without limiting the obligations of the parties to submit any dispute to arbitration in accordance with paragraph 10 herein, each party hereto waives the right to trial by jury with respect to any action or proceeding arising from or pertaining to the MSA.
- 12.5 No delay or failure by any party to exercise any right hereunder, and no partial or single exercise of any right under this Agreement shall constitute a waiver of that right or any other right granted to such party herein. Any waiver, to be enforceable, must be in writing and signed by the party against whom such waiver is sought to be enforced.
- 12.6 This MSA may be executed in two or more counterparts, each of which shall be deemed to be an original and each of which shall have the same force and effect as an original, binding agreement.
- 12.7 In the event any term of this Agreement is determined to be invalid by a court or other tribunal of competent jurisdiction, the same shall not affect the validity and enforcement of the remaining terms and conditions herein.
- 12.8 In the event either party shall commence an action or proceeding (including arbitration) pertaining to this Agreement against the other party hereto, the party substantially prevailing shall be entitled to recover costs and disbursement of such proceeding, including reasonable legal fees.
- 12.9 Each of the parties hereto represents and warrants: (i) it is a corporation duly formed and in good standing and authorized to do business in each of the states in which the Equipment is located, (ii) that the person executing this MSA on behalf of each party is authorized to take such action on behalf of such party, and, (iii) upon execution of this MSA, the agreement shall be binding against the party in accordance with its terms.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the day and date first above written.

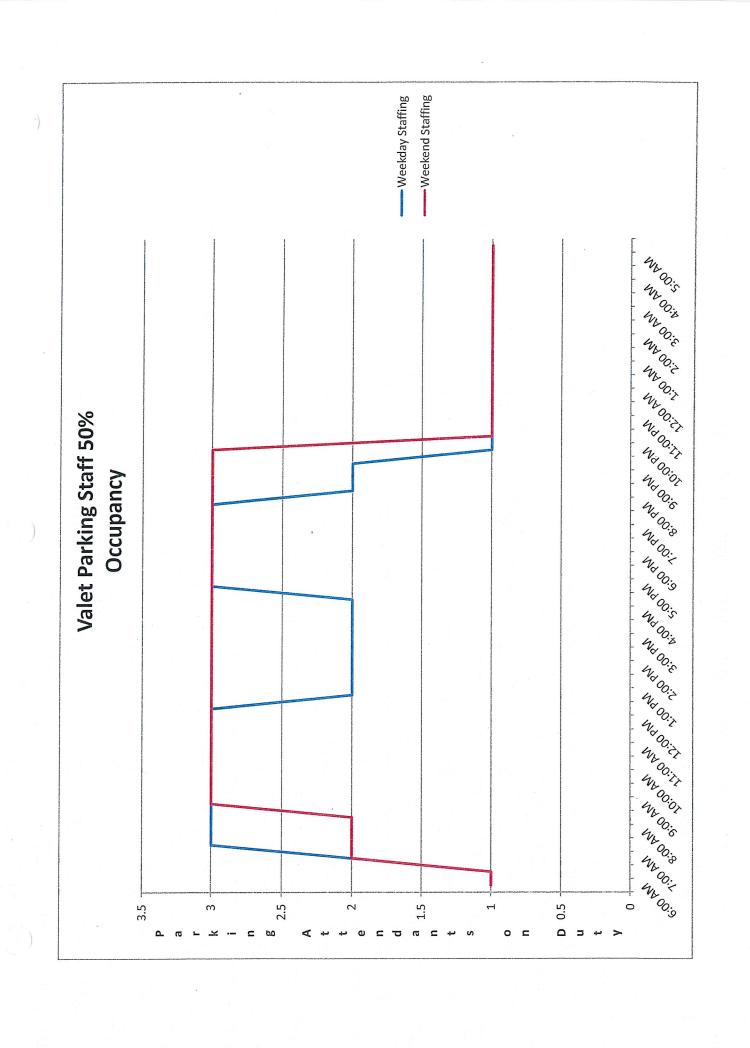
Park Plus, Inc.	Customer
Ву:	By:
Name:	Name:
Title:	Title:

SCHEDULE A

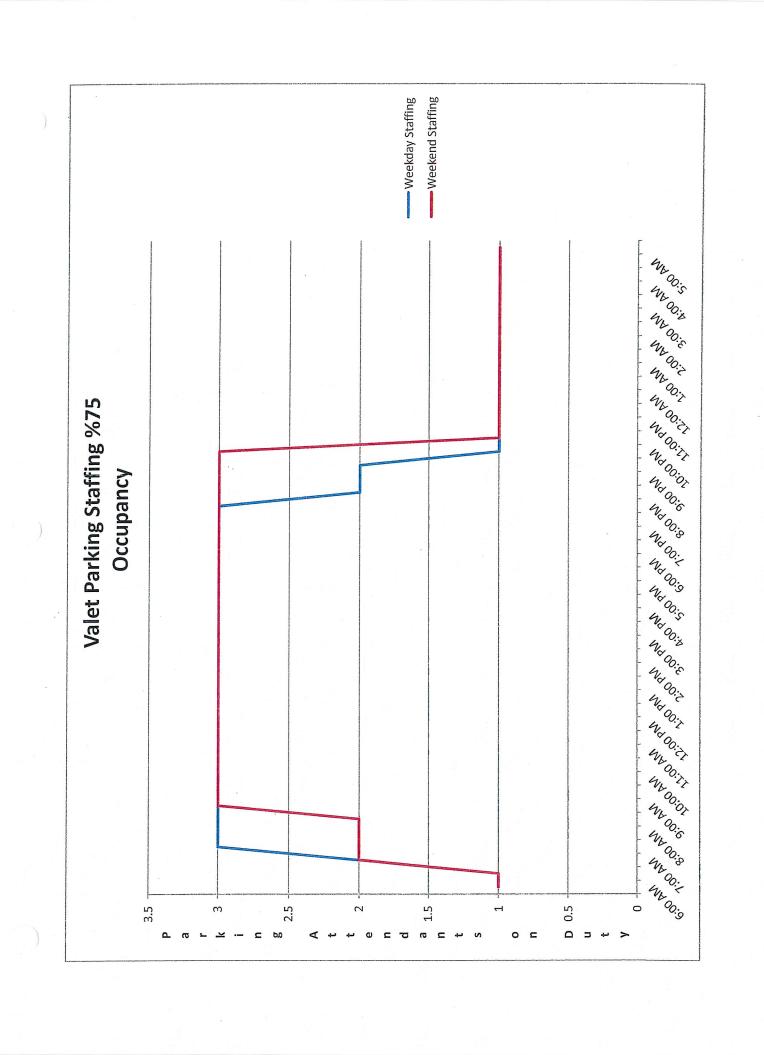
dated		: as of September 01, 200	02	•		
under		: MAINTENANCE SER	VICE AGREEMENT N	O. SMA0 dated So	eptember 01, 20	002
between		: PARK PLUS INC.				
located a	t .	: 1425 Broad Street, Clif	on, NJ 07013			
and		:				
located a	t	:		· · · · · · · · · · · · · · · · · · ·		
1.		ENANCE SERVICE AGF		-		
	Agreeme	nt incorporated herein by re	ference constitutes the	entire agreement as	s to the mainten	ance of the
	Equipme	nt.				
2.	EQUIPN	MENT DESCRIPTION:				
	x	Parking Lifts				
	x	End Legs				
	x	Power Packs				
					÷	
	Serial Nu	mbers:				
3.	LOCAT	ION:				
4.	CONSID	ERATTION:				
	units @ \$	5.00 per unit per month, tota	l \$.00 payable monthly	in advance.		
	Park Plu	s Inc.				
		•				
	Ву:		By:			
						•
	Name: M	lichael I. Beck	Name:	•		
	Title: V	ice President	Title:			



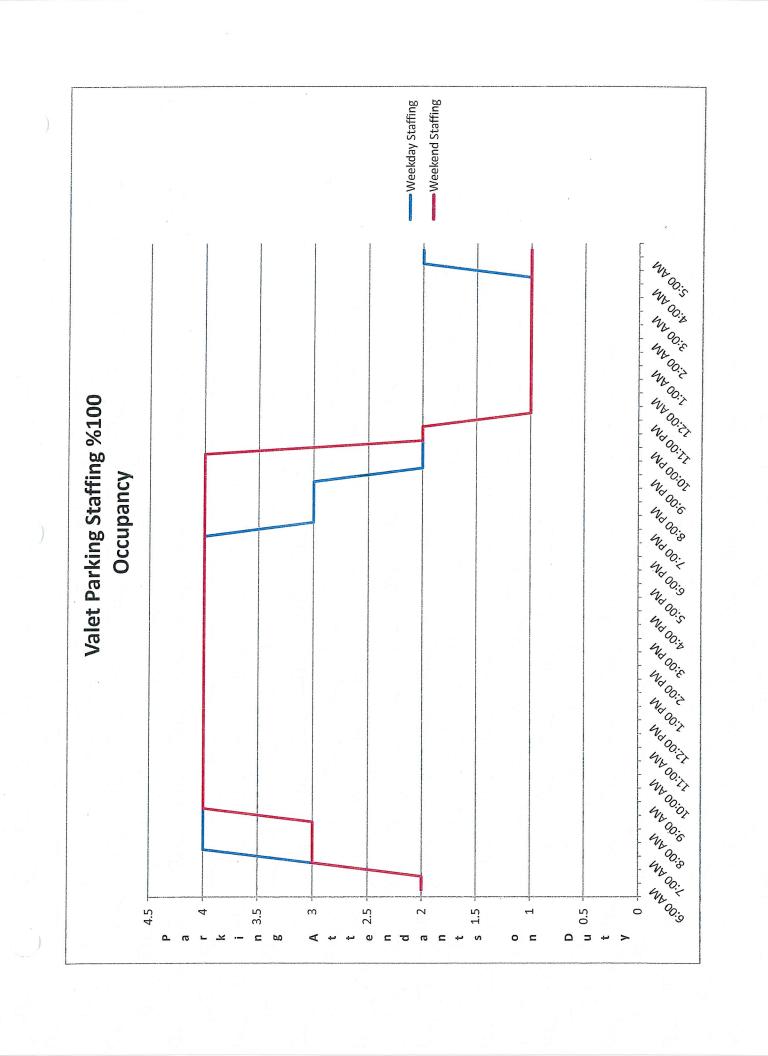
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		366		Total Hours p	



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	Time	Weekday Staffir	ng Week	end Staffi	ng
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	8:00 AM	4		3	
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			486		Total Hours per Week
		•			

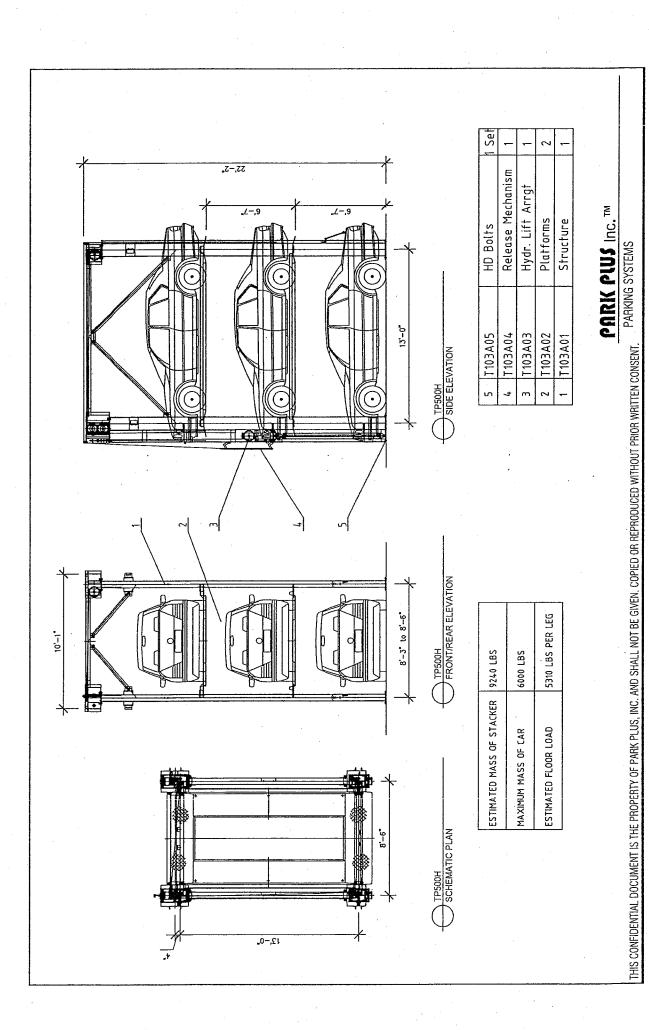
400 Avenue U Condominium 28 Residential Units 24 Hour Vista Service Elevator Garage 21 - Ufts 21 - On Grade Garage Spaces

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		Monday				Tuesday	Page 1			Wodnesday				Thursday			_	Friday	Ī			Control				Sinday		

Aqua Condominium 40 Residential Units 24-Hour Vaiet Stavice Subgrade Garage Spees 35 - Subrade Garage Spees 25 - Stacked Garage Spees (stacked vehicles are p

Wyndram East Condominum
1.48 fedderfall Units
2.4-Hour Valet Sonie
220 - On 66 de Grage Spaces
60 - Stacked Grage Spaces (Stacked Vehicles are parked within driver asiles)
20 - On 6 rade Property Spaces

Wednesday Saturday Thursday Monday Friday



REVISIONS:

 \triangleleft

DRAWING NOT TO SCALE

TP500H

DRAWING DESCRIPTION

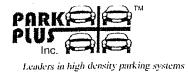
TRIPLE PARKING SYSTEMS TECHNICAL SPECIFICATION

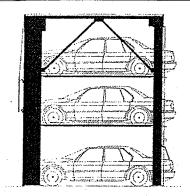
PROJECT

480 MAIN AVENUE UNIT 1
WALLINGTON, NJ 07057
TEL: (973) 574-8020
FAX: (973) 574-8030
www.parkplusinc.com
email: info@parkplusinc.com

DATE : DRAWN BY : CHECKED BY :

PROJECT DRAWING





MODEL TP500H

DESCRIPTION	4 Post Triple Parking Hydraulic SUV Car Stacker®
LENGTH, ft-in (m)	13'-0" (3,9) center to center
WIDTH, ft-in (m)	8'-3" to 8'-6" (2.51 to 2.59)
HEIGHT OF EQUIPMENT, ft-in (m)	22''-2" (6.76)
CLEARANCE REQUIREMENT (Height), ft-in (m)	23'-0" (7.01)
LIFTING CAPACITY PER PLATFORM, Ibs (kg)	6000 (2722)
WEIGHT OF UNIT, Ibs (kg)	9240 (4191)
ELECTRICAL REQUIREMENTS	3-phase 208-220V/single phase 110-220V
OPERATION	Hydraulic
ADDITIONAL REQUIREMENTS	Reinforced concrete slab



Leaders in high density vehicle storage systems

CORPORATE HEADQUARTERS 31 IRON HORSE ROAD OAKLAND, NJ 07436

Toll Free: 1-800-966-5509 Office: +1-973-574-8020 Fax: +1-973-574-8030

Website: www.parkplusinc.com Email: info@parkplusinc.com

SERVICE & OPERATIONS 480 MAIN AVE UNIT 1 WALLINGTON, NJ 07057

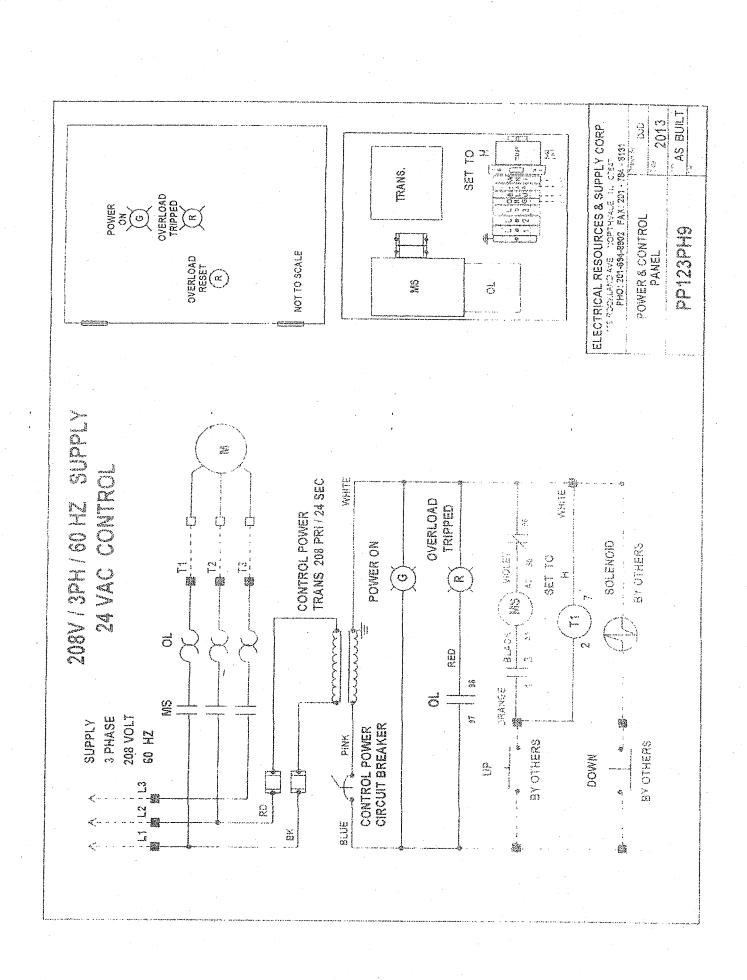
Totl Free: 1-800-966-5509
Office: +1-973-574-8020
Fax: +1-973-574-8030
Websile: www.parkplusinc.com
Email: info@parkplusinc.com

HYDRAULIC POWER PACK

TECHNICAL SPECIFICATIONS HPS-30 / 60 / 90



ELECTRIC MOTOR	U	.S. STANDAF	RD							
Horsepower		10								
Kilowatt	7.5									
Phase	3									
Voltage		208-230								
Cycles – Hertz		60								
Current – Amperage		22								
Revolutions Per Minute (RPM)		1,760								
Amps Required		40								
HYDRAULICS										
Pump Flow – Gallons Per Minute (GPM)		6.6								
Max. Pound Per Sq. In. (PSI)		2,500								
Max. Kilograms Per Sq. In. (KPI)		362.50								
Tank Capacity – Gallons		30/60/90								
Back-Up Power	Manual Hand Pump									
Directional Valve	4-way									
CONTROLS	UL APPROVED									
Raise	Push-button pendant									
Lower	Push-button pendant									
Safety Lock Release		Manual								
Motor Protection	Overload Switch									
Control Voltage	24 Volts DC									
Platform Speed	Approx. 25/40 seconds									
Capacity	10/20/3	30 car lifts per po	wer unit							
DOWED DAOK DIMENSIONS	000 !!	00 O II								
POWER PACK DIMENSIONS	30 Gallon	60 Gallon	90 Gallon							
Height [inches]	38	38	48							
Width	22	20	20							
Length	21	42	42							
Mass Dry Weight [lbs]	242	455	480							
Mass Wet Weight (incl. Hydraulic fluid) [lbs]	452 875 1110									



400 Avenue U Condominium
28 Residential Units
24-Hour Vibrat's Service
Elevator Garage
21 - Lifts
21 - On Grade Garage Spaces

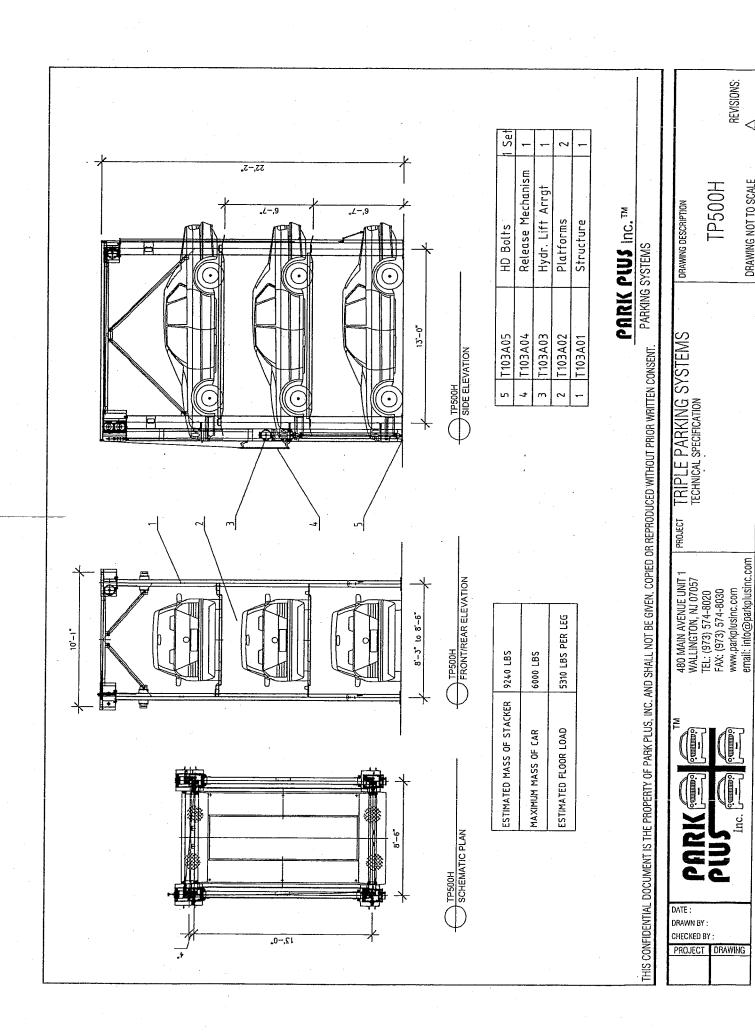
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Aqua Condominiam
40 Residential Units
24-flour Valest, Service
50 Spared Garage
35 - Subrade Garage Spaces
25 - Stacked Garage Spaces (stacked vehicles are parted within drive askies)

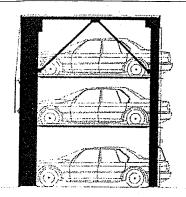
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Wyndham East Condominium
148 Residential Units
24-Hour Valet Service
70vo Lovel Granges
250 - On Grande Garage Spaces
60 - Stacked Garage Spaces (stacked vehicles are parked within drivi ables)
20 - On Grande Property Spaces

Saturday Thursday Friday



DRAWING NOT TO SCALE



MODEL TP500H

DESCRIPTION	4 Post Triple Parking Hydraulic SUV Car Stacker®
LENGTH, ft-in (m)	13'-0" (3,9) center to center
WIDTH, ft-in (m)	8'-3" to 8'-6" (2.51 to 2.59)
HEIGHT OF EQUIPMENT, ft-in (m)	22''-2" (6.76)
CLEARANCE REQUIREMENT (Height), ft-in (m)	23'-0" (7.01)
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Leaders in high density vehicle storage systems

CORPORATE HEADQUARTERS 31 IRON HORSE ROAD OAKLAND, NJ 07436

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SERVICE & OPERATIONS 480 MAIN AVE UNIT 1 WALLINGTON, NJ 07057

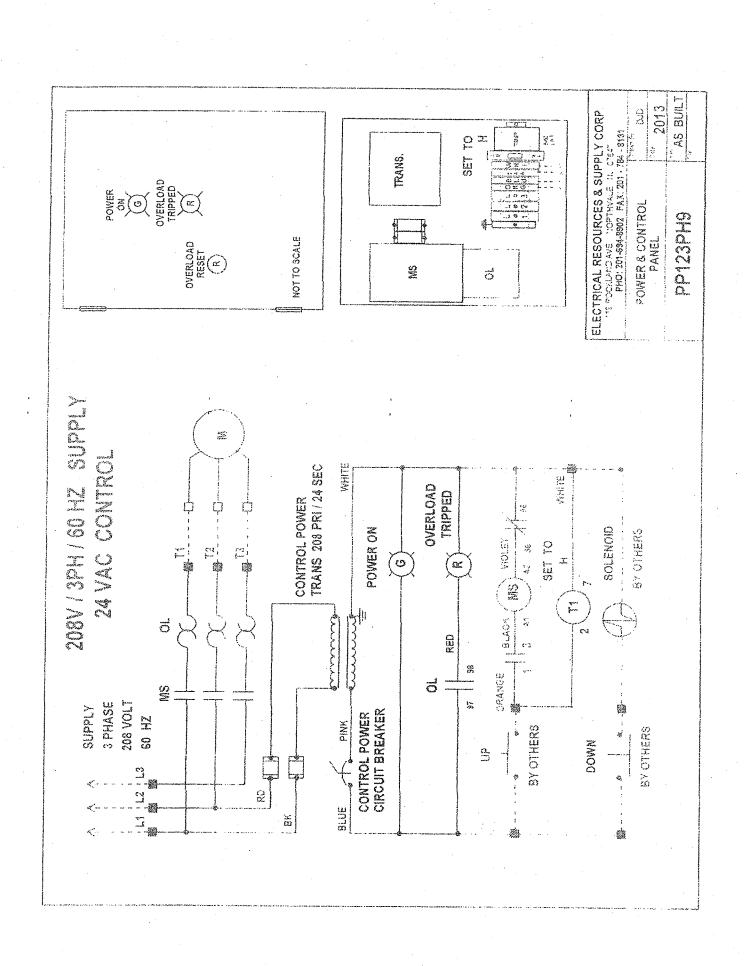
Toll Free: 1-800-966-5509
Office: +1-973-574-8020
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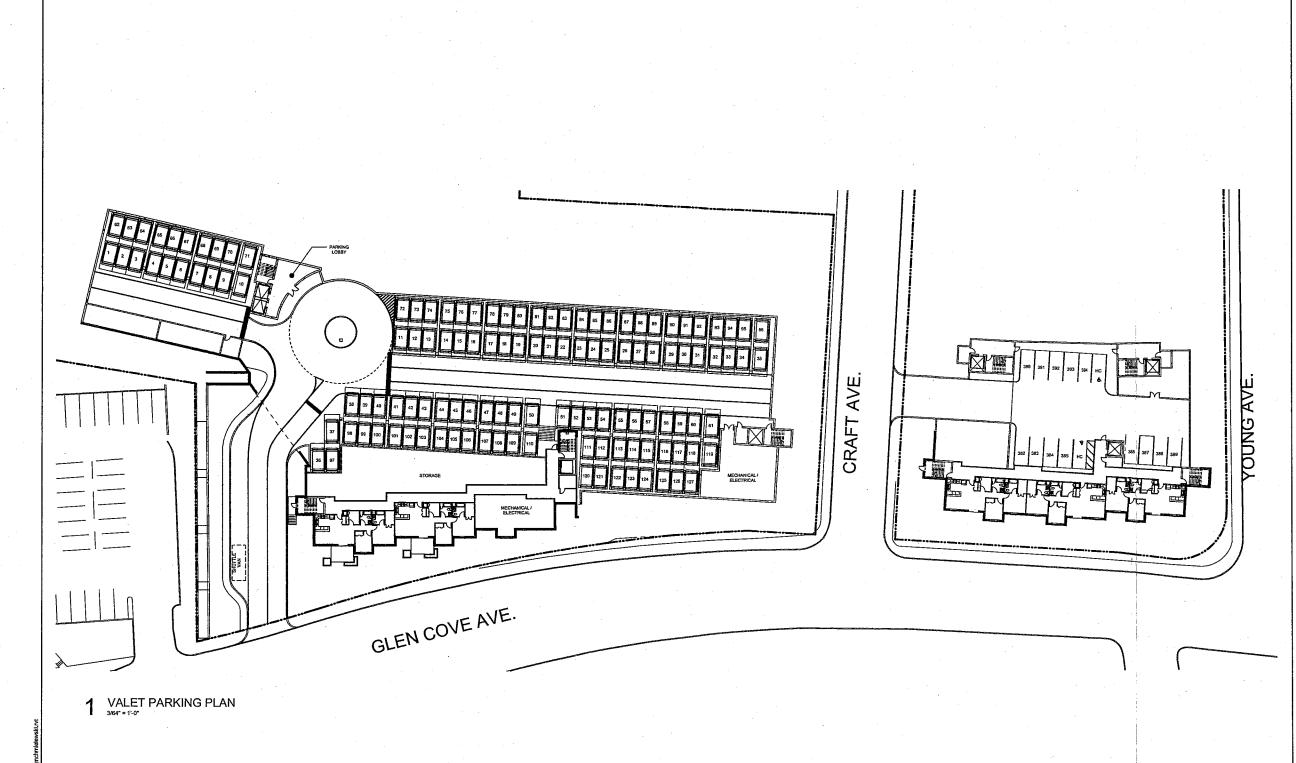
HYDRAULIC POWER PACK

TECHNICAL SPECIFICATIONS HPS-30 / 60 / 90



ELECTRIC MOTOR	U.S. STANDARD		
Horsepower	10		
Kilowatt	7.5		
Phase		3	
Voltage		208-230	
Cycles – Hertz		60	
Current – Amperage		. 22	
Revolutions Per Minute (RPM)		1,760	
Amps Required	40		
HYDRAULICS			
Pump Flow – Gallons Per Minute (GPM)	6.6		
Max. Pound Per Sq. In. (PSI)	2,500		
Max. Kilograms Per Sq. In. (KPI)	362.50		
Tank Capacity – Gallons	30/60/90		
Back-Up Power	Manual Hand Pump		
Directional Valve	4-way		
CONTROLS		======	
Raise	UL APPROVED		
Lower	Push-button pendant		
Safety Lock Release	Push-button pendant		
Motor Protection	Manual Overload Switch		
Control Voltage	24 Volts DC		
Platform Speed	Approx. 25/40 seconds		
Capacity	10/20/30 car lifts per power unit		
Capacity	To/20/30 car lins per power unit		
POWER PACK DIMENSIONS	30 Gallon	60 Gallon	90 Gallon
Height [inches]	38	38	48
Width	22	20	20
Length	21	42	42
Mass Dry Weight [lbs]	242	455	480
Mass Wet Weight (incl. Hydraulic fluid) [lbs]	452	875	1110





REV.I DATE DESCRIPTION

1 G2/11/13 SITE PLAN SUBMISSION

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CONSULTANT

ORIENTATION / KEY



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> US SOKOLOWSKI AND SARTOR ENGINEERING, P 67A MOUNTAIN BOULEVARD EXTENSION P.O. Box 4039 WARREN, NEW JERSEY 07059 TEL 73.2 S.B.O. 97.00

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Robert Blakeman
Registered Architect . New York
License no. 035456-1

SIGNATURE

LIVINGSTON DEVELOPMENT CORP.

PROJEC

THE VILLA AT GLEN COVE

1-35 GLEN COVE AVENUE GLEN COVE, NY 11542

SHEET NAME

PARKING COUNT PLAN

JOB NO : 04395,001

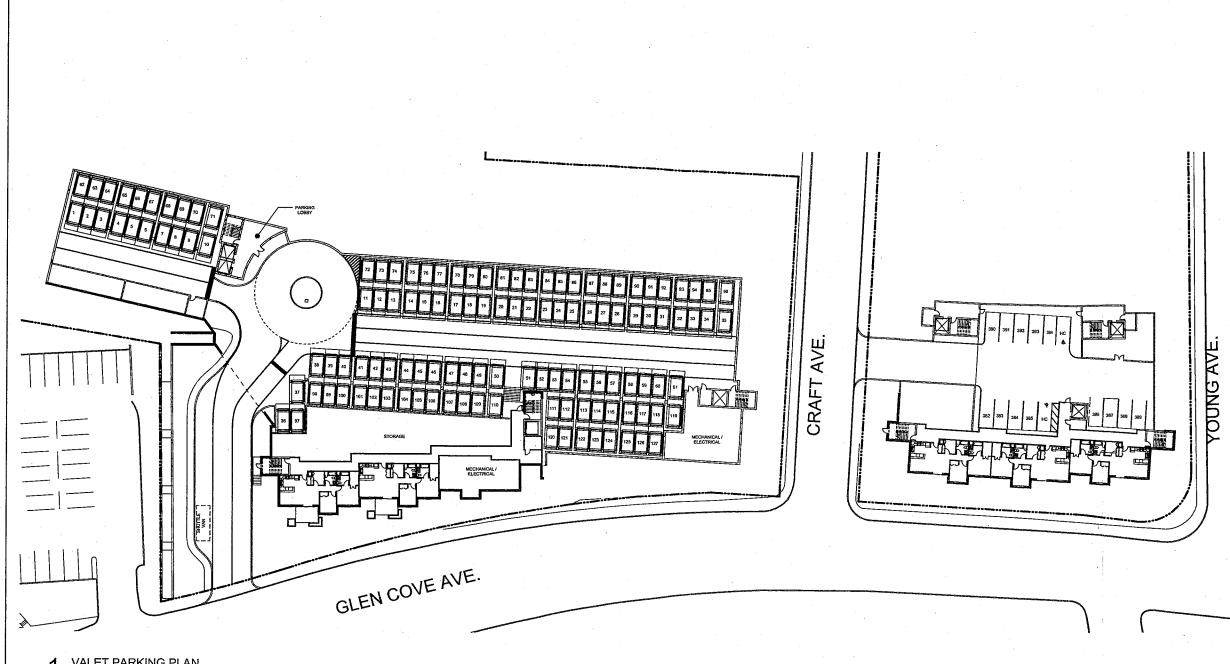
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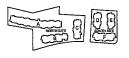


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THE VILLA AT GLEN COVE

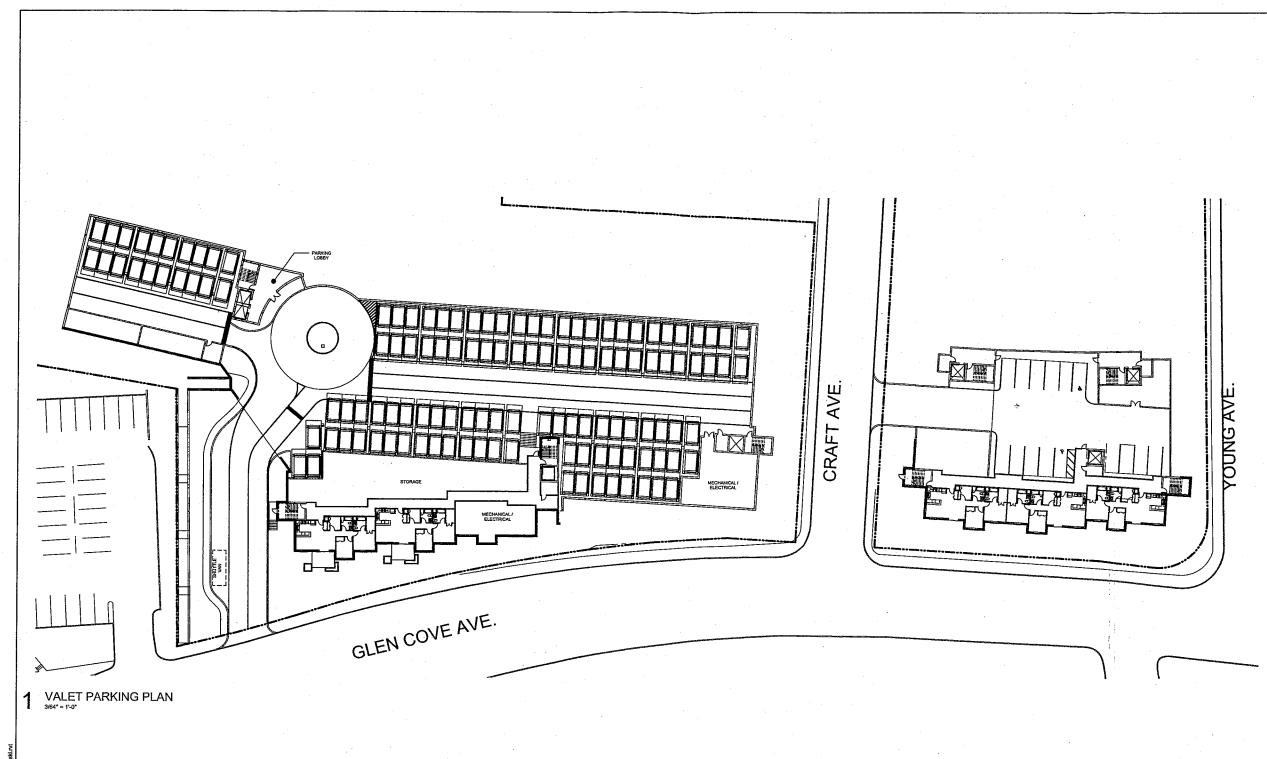
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1 VALET PARKING PLAN
3/64" = 1'-0"



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VALET PARKING PLAN

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DA	TE:	01.07.13	
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